



## Agenda

**Regular Meeting of the Public  
Works and Utilities Committee  
June 15, 2026 at 5:00 PM  
Council Chambers, City Hall  
200 Lincoln Avenue**

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### **Procedures for Public Works and Utilities Committee Meeting**

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

The video recording, *if created*, of this and all past meetings of the Public Works and Utilities Committee 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.

*If relevant technology is available and functioning for City use, the following options may be available:*

Virtual Public Comment: To provide public comment virtually, you must join the Zoom meeting by internet or phone, using the following link:

- 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: - Webinar ID: Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations

- a. Public Utilities Department Employee of the Month for June 2026: Kevin Crawford, Environmental Services Collections Equipment Operator, Public Utilities Division. (David Ruiz-Parra, Environmental Services Department Supervisor; dfuizparra@santafenm.gov, Debora Trujillo, Environmental Services Division Director; dctrujillo@santafenm.gov)
- b. Presentation of External Requests for Inclusion in the Infrastructure Capital Improvements Plan FY 2028-2032. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 06/15/2026

Quality of Life Committee: 06/17/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

7. Action Items: Consent Agenda

- a. Request for Approval of the June 1, 2026, Public Works and Utilities Committee Minutes. (Norma Sutor, Administrative Assistant; nasutor@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 06/15/2026

- b. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$250,000 to Allocate Half Percent Gross Receipts Tax to Complete Streets FY26 WIP Construction for Repairs to Corte de Princessa. (Marcos Esquibel, Acting Complete Streets Department Director; mpesquibel@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

- c. Request for Approval of the New Mexico Special Appropriate Grant Agreement Firefighter Recruitment Fund 24-ZI5036-124 in the Total Amount of \$12,792 to Support Santa Fe Fire Department (SFFD) Equipment Reimbursement Program. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, Mario D. Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 06/15/2026

Public Safety Committee: 06/16/2026

Public Works and Utilities Committee

June 15, 2026

Page 2 of 5



Finance Committee: 06/22/2026  
Governing Body: 06/24/2026

- d. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$2,000,000 from Water WIP Construction to New Mexico State Engineer for Critical Dam Maintenance and Improvements at Nichols Dam. (Taylor Jurgens, Engineer; [trjurgens@santafenm.gov](mailto:trjurgens@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

- e. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$1,354,479 from Water WIP Construction to New Mexico State Engineer for Planning and Design for the Rehabilitation of McClure Dam. (Taylor Jurgens, Engineer; [trjurgens@santafenm.gov](mailto:trjurgens@santafenm.gov))

**Committee Review:**

Public Works and Utilities: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

- f. Request for Approval of Amendment No. 1 to Lease Agreement Item #16-0828 with Santa Fe Solid Waste Management Agency to Extend the First Option Term to May 31, 2032, and Increase Rent to \$277,774.80 with a 2.5% Annual Increase for the Lease of the City-Owned Buckman Road Recycling and Transfer Station. (Terry Lease, Asset Development Manager; [tjlease@santafenm.gov](mailto:tjlease@santafenm.gov), Nina A. Nguyen, Project Manager; [nanguyen@santafenm.gov](mailto:nanguyen@santafenm.gov))

**Committee Review:**

Public Works & Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

- g. Request for Approval of Amendment No. 1 to Professional Services Contract #26-0125 with Kiwanis Club of Santa Fe to Increase Compensation by \$51,179.80 for Event Management Services for the City's Fourth of July Celebrations. (Melissa McDonald, Parks and Open Space Director; [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

- h. 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

- i. 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 through 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

8. Action Items: Discussion Agenda

- 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

9. Executive Session

10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Monday, June 29, 2026
14. Adjourn

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

# City of Santa Fe, New Mexico

# memo

Date: June 10, 2026

To: Michael Garcia, Mayor

Cc: Brian Moya, Interim City Manager

Via: Sam Burnett, Public Works Department Interim Director

From: Sean Moody, Capital Projects Manager

SB



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## **ITEM AND ISSUE**

Five projects proposed by others for inclusion in the Infrastructure Capital Improvements Plan FY2028-2032 ("ICIP").

## **BACKGROUND AND SUMMARY**

Each year, the city compiles a list of capital projects which it wishes to complete within the next five to seven years. The project list is included as an exhibit to a resolution to adopt the ICIP. Once adopted, the ICIP becomes a primary resource for the state legislature and external funding authorities to make capital outlay decisions affecting the grants and loans which the city may receive.

Following the 2026 legislative session, new law was enacted to restrict the legislature from appropriating capital funding over \$100,000 for any project which is *not* included in an ICIP. Subsequently, five proposals have been received from entities outside of city government. The five proposals are presented as exhibits to this memorandum. City staff makes no representation as to the worthiness of the proposers, projects or proposals, nor to the advisability of including any within the ICIP. It is within the authority of the governing body to include in its adopting resolution any of the five described projects, or any other capital project it would like to consider for final action.

## **ACTION**

For presentation only; no action requested.





# Five Projects Proposed by Others

Projects not currently listed in the Infrastructure Capital Improvements Plan FY2028-2032







# Las Soleras Bridge and Road Extension

Project #: 28-0345      Status: Draft      Start Date: 7/1/2029      Entity: City of Santa Fe      Entity Code: 01001

## Project Overview

|               |                                       |               |                          |
|---------------|---------------------------------------|---------------|--------------------------|
| Project Title | Las Soleras Bridge and Road Extension | Contact Name  | Marcos Esquibel          |
| Type          | Local                                 | Contact Email | mpesquibel@santafenm.gov |
| Category      | Roads & Bridges                       | Contact Phone | (505) 955 - 2408         |
| Subcategory   | Bridges                               |               |                          |
| Start Date    | 7/1/2029                              |               |                          |
| Priority      | 2029-00                               |               |                          |

## Project Location

|         |                   |
|---------|-------------------|
| Address | Las Soleras Drive |
| City    | Santa Fe          |
| Zip     | 87501             |

## Legislative Language

to construct a road and bridge to extend Las Soleras Drive from Cerrillos Road to Beckner Road in Santa Fe in Santa Fe County

## Scope of Work

|                    |     |
|--------------------|-----|
| Done to Date       | N/A |
| Needed to Complete | N/A |

construct a road and bridge to extend Las Soleras Drive from Cerrillos Road to Beckner Road in Santa Fe, NM. There is only one phase for this project which is anticipated to take approximately 12 months from start to completion. Shovel-ready.

## Responsibilities

|              |                  |
|--------------|------------------|
| Fiscal Agent | City of Santa Fe |
| Own          | City of Santa Fe |
| Own Asset    | City of Santa Fe |
| Own Land     | City of          |
| Operate      | City of Santa Fe |
| Maintain     | City of Santa Fe |

## Additional Questions



|                                                                                                                                                                     |                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How many years is the requested project expected to be in use before needing renovation/repair or replacement?</b>                                               | 16 years or more                                                                                                                                                                          |
| <b>Estimated number of beneficiaries to be served by the project?</b>                                                                                               | 12,000 to 15,000                                                                                                                                                                          |
| <b>Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?</b>                                                                      | Yes                                                                                                                                                                                       |
| <b>Will the project target a specific group of beneficiaries?</b>                                                                                                   | No                                                                                                                                                                                        |
| <b>Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?</b>                                                | No                                                                                                                                                                                        |
| <b>Which specific group(s) of beneficiaries will the project target?</b>                                                                                            | □                                                                                                                                                                                         |
| <b>If the project is completed successfully, describe the impacts it will have for community members and constituents.</b>                                          | This project will greatly improve the access, traffic safety, connectivity and livability for Southside residents.                                                                        |
| <b>Does the project benefit all citizens within a recognized region, district, or political subdivision?</b>                                                        | Yes                                                                                                                                                                                       |
| <b>Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).</b> | The project would directly directly benefit around 12,000 souths side Santa Fe residents, including those accessing the Presbyterian hospital.                                            |
| <b>Regionalism: Does the project directly benefit an entity other than itself?</b>                                                                                  | Yes                                                                                                                                                                                       |
| <b>If Yes, briefly list the other entity and how it benefits (200 characters max).</b>                                                                              | This project is a vehicular and pedestrian improvement project that bridges the Arroyo de los Chamisos providing convenient access to and estimated 12,000 south side Santa Fe residents. |
| <b>Has the project had public input and buy-in?</b>                                                                                                                 | Yes                                                                                                                                                                                       |
| <b>Is the project necessary to address population or client growth, and will it provide services to that population or clientele?</b>                               | Yes                                                                                                                                                                                       |
| <b>Are there oversight</b>                                                                                                                                          | Yes                                                                                                                                                                                       |

construction and completion on budget?

|                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).         | As a condition of acceptance of any legislative appropriation or grant for this project, the City of Santa Fe will require an agreement with the project owner which will ensure that all grant conditions for the expenditure of public funding are satisfied including, as applicable, ownership and control of property and improvements, land use code, public procurement, anti-donation, anti-discrimination, prevailing wage, subcontractor fair practices, insurance, bonding, audits etc. |
| Other than temporary construction jobs, does the project maintain or advance the region's economy?                              | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| If No (or not applicable), briefly explain.                                                                                     | Residential development                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable? | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| If No, briefly explain (e.g., risk not applicable or not addressed by this project).                                            | Not addressed by this project                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Budget

Activities: construction | Duration: 12 months

| Category                  | Funded to Date | 2029         | 2030           | 2031   | 2032   | 2033   | Total Cost     |
|---------------------------|----------------|--------------|----------------|--------|--------|--------|----------------|
| Construction / Renovation | \$2,500,000.00 | \$750,000.00 | \$2,850,000.00 | \$0.00 | \$0.00 | \$0.00 | \$6,100,000.00 |
| Totals                    | \$2,500,000.00 | \$750,000.00 | \$2,850,000.00 | \$0.00 | \$0.00 | \$0.00 | \$6,100,000.00 |

Secured Funding - Other Sources

| Funding Source | Amount Secured | Date Received | Date Expired | Expended | Comments        |
|----------------|----------------|---------------|--------------|----------|-----------------|
| OTHER – Other  | \$2,500,000.00 | 2023-01-01    |              | \$0.00   | Private funding |
| OTHER – Other  | \$1,280,000.00 |               |              | \$0.00   | Private funding |
| Totals         | \$3,780,000.00 |               |              | \$0.00   |                 |

Budget Summary

|                         |                |
|-------------------------|----------------|
| Total Project Budget    | \$6,100,000.00 |
| Total Secured Funding   | \$3,780,000.00 |
| Total Potential Funding | \$0.00         |
| Still Needed            | \$2,320,000.00 |



# Resource & Opportunity Center

Project #: 28-0449      Status: Submitted      Start Date: 7/2/2028      Entity: City of Santa Fe      Entity Code: 01001

## Project Overview

|               |                               |               |                             |
|---------------|-------------------------------|---------------|-----------------------------|
| Project Title | Resource & Opportunity Center | Contact Name  | Beverly Kellam              |
| Type          | Local                         | Contact Email | bev@interfaithsheltersf.org |
| Category      | Domestic Shelter              | Contact Phone | (505) 670 - 0632            |
| Subcategory   | Homelessness                  |               |                             |
| Start Date    | 7/2/2028                      |               |                             |
| Priority      | 2029-00                       |               |                             |

## Project Location

|         |               |
|---------|---------------|
| Address | 1 Emblem Road |
| City    | Santa Fe      |
| Zip     | 87507         |

## Legislative Language

to construct, equip, and furnish a community building to provide emergency shelter & homeless services in Santa Fe, Santa Fe county

## Scope of Work

|                    |                                                   |
|--------------------|---------------------------------------------------|
| Done to Date       | Site acquisition                                  |
| Needed to Complete | construct, equip and furnish a community building |

Construct, equip and furnish a facility to provide 125 congregate, semi-congregate and non-congregate shelter beds together with on-site supportive services aimed at helping residents move to and maintain permanent housing.

## Responsibilities

|              |                                          |
|--------------|------------------------------------------|
| Fiscal Agent | City of Santa Fe                         |
| Own          | Interfaith Community Shelter Group, Inc. |
| Own Asset    | Interfaith Community Shelter Group, Inc. |
| Own Land     | Interfaith Community Shelter Group, Inc. |
| Operate      | Interfaith Community Shelter Group, Inc. |
| Maintain     | Interfaith Community Shelter Group, Inc. |



|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project class</b>                                                                                                                                                | Local                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>How many years is the requested project expected to be in use before needing renovation/repair or replacement?</b>                                               | 16 years or more                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Estimated number of beneficiaries to be served by the project?</b>                                                                                               | 1,140                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?</b>                                                                      | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Will the project target a specific group of beneficiaries?</b>                                                                                                   | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>If Yes, please explain which specific group(s) the project will target (brief explanation).</b>                                                                  | Individuals needing support for housing and shelter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?</b>                                                | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>If the project is completed successfully, describe the impacts it will have for community members and constituents.</b>                                          | The project will provide access basic survival services during daylight hours on a regular basis and act as the "entry point" for Santa Fe's homeless response system, offering ample indoor and outdoor space for guests to congregate inside the perimeter of the facility. The project will support outreach teams and provide on-site medical and behavioral health services, substance abuse treatment, hygiene facilities, nutritious meals, and safe indoor/outdoor spaces which promote dignity and health stabilization.                                                                                                                                                                                                                     |
| <b>Does the project benefit all citizens within a recognized region, district, or political subdivision?</b>                                                        | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).</b> | Homelessness affects everyone including businesses, residents and visitors; not just the unhoused.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Regionalism: Does the project directly benefit an entity other than itself?</b>                                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>If Yes, briefly list the other entity and how it benefits (200 characters max).</b>                                                                              | With a shared understanding that homelessness affects everyone in the community, and that Santa Fe needs a unified front-door response, the project is supported by a broad coalition of residents, faith-based communities, business and civic leaders and elected officials. The following providers of homeless services have committed to establishing a regular, physical presence at the project: • The Life Link (behavioral health, housing navigation, access to permanent housing) • La Familia/Healthcare for the Homeless (behavioral and medical healthcare) • Santa Fe Recovery Center (addiction and substance use disorder treatment) • St. Elizabeth's Shelters and Supportive Housing (transitional and permanent housing) • Street |

organizations including Santa Fe Chamber of Commerce, Santa Fe Lodgers Association, healthcare partners, and frontline outreach providers have endorsed the project.

**Has the project had public input and buy-in?** Yes

**Is the project necessary to address population or client growth, and will it provide services to that population or clientele?** Yes

**Are there oversight mechanisms that ensure timely construction and completion on budget?** Yes

**If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).** As a condition of acceptance of any legislative appropriation or grant for this project, the City of Santa Fe will require an agreement with the project owner which will ensure that all grant conditions for the expenditure of public funding are satisfied including ownership and control of property and improvements, land use code, public procurement, anti-donation, anti-discrimination, prevailing wage, subcontractor fair practices, insurance, bonding, audits etc.

**Other than temporary construction jobs, does the project maintain or advance the region's economy?** Yes

**If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).** This collaborative model ensures equitable access to shelter, healthcare, behavioral health, housing navigation, and case management for Santa Fe's most vulnerable residents and their animal family members.

**Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?** Yes

**If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property).** Policies and procedures to address public safety and law enforcement issues will be established and implemented with local law enforcement agencies.

## Budget

Activities: planning, design, construction | Duration: 12 months

| Category                  | Funded to Date        | 2028                   | 2029          | 2030          | 2031          | 2032          | Total Cost             |
|---------------------------|-----------------------|------------------------|---------------|---------------|---------------|---------------|------------------------|
| Construction / Renovation | \$0.00                | \$14,586,982.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$14,586,982.00        |
| Construction Documents    | \$876,979.00          | \$0.00                 | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$876,979.00           |
| Land Acquisition          | \$465,000.00          | \$0.00                 | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$465,000.00           |
| <b>Totals</b>             | <b>\$1,341,979.00</b> | <b>\$14,586,982.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$15,928,961.00</b> |

Secured Funding - Other Sources

| Funding Source | Amount Secured | Date Received | Date Expired | Expended       | Comments             |
|----------------|----------------|---------------|--------------|----------------|----------------------|
| OTHER – Other  | \$1,341,979.00 |               |              | \$1,341,979.00 | Self-funded by owner |
| Totals         | \$1,341,979.00 |               |              | \$1,341,979.00 |                      |

Budget Summary

|                         |                 |
|-------------------------|-----------------|
| Total Project Budget    | \$15,928,961.00 |
| Total Secured Funding   | \$1,341,979.00  |
| Total Potential Funding | \$0.00          |
| Still Needed            | \$14,586,982.00 |

# Casa de Todos Affordable Housing

Project #: 28-0384      Status: Submitted      Start Date: 0000-00-00      Entity: City of Santa Fe      Entity Code: 01001

## Project Overview

|               |                                  |               |                        |
|---------------|----------------------------------|---------------|------------------------|
| Project Title | Casa de Todos Affordable Housing | Contact Name  | Faviola Chavez         |
| Type          | Local                            | Contact Email | fachavez@santafenm.gov |
| Category      | Housing                          | Contact Phone | (505) 690 - 4192       |
| Subcategory   | Housing                          |               |                        |
| Start Date    | 0000-00-00                       |               |                        |
| Priority      | N/A                              |               |                        |

## Project Location

|         |                   |
|---------|-------------------|
| Address | 4323 Airport Road |
| City    | Santa Fe          |
| Zip     | 87507             |

## Legislative Language

to plan, design, and construct infrastructure including roads, water, wastewater, and storm water, as well as up to 68 new affordable homes with homeownership income targets of 30-80% AMI, within the Casa de Todos subdivision located in Santa Fe in Santa Fe County

## Scope of Work

|                    |     |
|--------------------|-----|
| Done to Date       | N/A |
| Needed to Complete | N/A |

Plan, design, and construct Casa de Todos Subdivision infrastructure as well as up to 68 new affordable homes with homeownership income targets of 30-80% AMI. The project would be completed in 2 phases. Phase 1 will include construction of infrastructure within Lilac Lane, including the road and utilities, as well as 8 to 12 affordable homes along previously built Casa de Todos Lane infrastructure. The phase will be completed within 12 months. Phase 2 will be to design and construct up to a remaining total of 68 new affordable homes within the entire Subdivision. This phase will take 4 years to complete, building between 12 to 15 homes a year. The affordable homes provided would include 4 bedroom detached, 3 bedroom detached, 3 bedroom attached, 2 bedroom detached, and 2 bedroom attached designs to provide the broadest mix of housing options, including the "missing middle" housing types wanted in the City of Santa Fe. The homes will be site built with a stucco exterior finish located within the Casa de Todos Subdivision.

## Responsibilities

|              |                      |
|--------------|----------------------|
| Fiscal Agent | City of Santa Fe     |
| Own          | Habitat for Humanity |
| Own Asset    | Habitat for Humanity |

|                 |                             |
|-----------------|-----------------------------|
| <b>Own Land</b> | Habitat for Humanity        |
| <b>Operate</b>  | Habitat for Humanity        |
| <b>Maintain</b> | New homeowners / purchasers |

## Additional Questions

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project class</b>                                                                                                       | Local                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>How many years is the requested project expected to be in use before needing renovation/repair or replacement?</b>      | 16 years or more                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Estimated number of beneficiaries to be served by the project?</b>                                                      | 272                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?</b>                             | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Will the project target a specific group of beneficiaries?</b>                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>If Yes, please explain which specific group(s) the project will target (brief explanation).</b>                         | Homeowners with 30%-80% AMI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?</b>       | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>If yes, in what ways will the project improve sustainability?</b>                                                       | Santa Fe Habitat also prioritizes long-term affordability through sustainable construction. Our homes are built to net-zero standards using all-electric systems, solar energy, and a well-sealed and highly insulated building envelope which keeps monthly utility costs low for homeowners. Completing Casa de Todos Subdivision with up to 68 homes allows us to demonstrate our commitment to sustainable construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Which specific group(s) of beneficiaries will the project target?</b>                                                   | ["Other"]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>If the project is completed successfully, describe the impacts it will have for community members and constituents.</b> | This project will directly benefit up to 68 homeowners and families of all backgrounds and lifestyles. Each homeowner will establish equity immediately following the signing of their mortgage. The project will offer a variety of home types to meet the needs of diverse homeowners, helping to create a balanced and inclusive neighborhood. The return on investment for this project extends beyond the development itself. By transforming underutilized land into permanent affordable homeownership opportunities, the project creates long-term community value through increased property tax revenue, workforce retention, neighborhood stability, and economic activity. Investing in affordable housing generates lasting benefits for the city and county by creating stable households, strengthening the local economy, and supporting sustainable community growth for generations to come. |



|                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Does the project benefit all citizens within a recognized region, district, or political subdivision?</b>                           | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Even though it does not benefit all citizens, explain who benefits and why (include the number of people that will benefit).</b>    | The project will directly benefit up to 68 homeowners and families of all backgrounds and lifestyles. Each homeowner will establish equity immediately following the signing of their mortgage. The project will offer a variety of home types to meet the needs of diverse homeowners, helping to create a balanced and inclusive neighborhood.                                                                                                                                                   |
| <b>Regionalism: Does the project directly benefit an entity other than itself?</b>                                                     | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, briefly list the other entity and how it benefits (200 characters max).</b>                                                 | Each homeowner will establish equity immediately following the signing of their mortgage. The project will offer a variety of home types to meet the needs of diverse homeowners, helping to create a balanced and inclusive neighborhood.                                                                                                                                                                                                                                                         |
| <b>Has the project had public input and buy-in?</b>                                                                                    | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Is the project necessary to address population or client growth, and will it provide services to that population or clientele?</b>  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Are there oversight mechanisms that ensure timely construction and completion on budget?</b>                                        | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).</b>         | As a condition of acceptance of any legislative appropriation or grant for this project, the City of Santa Fe will require an agreement with the project owner which will ensure that all grant conditions for the expenditure of public funding are satisfied including, as applicable, ownership and control of property and improvements, land use code, public procurement, anti-donation, anti-discrimination, prevailing wage, subcontractor fair practices, insurance, bonding, audits etc. |
| <b>Other than temporary construction jobs, does the project maintain or advance the region's economy?</b>                              | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).</b> | here are several ways the project advances the regional economy including homeowners paying additional property taxes for up to 68 homes on the currently vacant land. Stable housing with an affordable mortgage allows a homeowner to have more disposable income to spend in the City. By living in the City of Santa Fe and not commuting, homeowners and families spend locally on goods and services.                                                                                        |
| <b>Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk,</b>                                     | The project develops vacant land with desert grasses and vegetation that currently is a potential fire danger to the adjacent neighborhood houses, by designing and providing defensible space around the newly built homes. Also, with the the large                                                                                                                                                                                                                                              |

prevents damage to private property).

size of the property people can congregate undetected for unlawful behavior to occur or generate from.

Budget - Phase 1

Activities: planning, design, construction, ffe | Duration: 48 months

| Category                  | Funded to Date | 2028           | 2029   | 2030   | 2031   | 2032   | Total Cost     |
|---------------------------|----------------|----------------|--------|--------|--------|--------|----------------|
| Bidding                   | \$5,000.00     | \$5,000.00     | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00    |
| Construction / Renovation | \$1,550,000.00 | \$4,500,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,050,000.00 |
| Construction Documents    | \$80,000.00    | \$30,000.00    | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$110,000.00   |
| Land Acquisition          | \$1,400,000.00 | \$0.00         | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,400,000.00 |
| Project Planning          | \$55,000.00    | \$0.00         | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00    |
| Totals                    | \$3,090,000.00 | \$4,535,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,625,000.00 |

Budget - Phase 2

Activities: planning, design, construction, ffe | Duration: 48 months

| Category                  | Funded to Date | 2028   | 2029           | 2030           | 2031           | 2032           | Total Cost      |
|---------------------------|----------------|--------|----------------|----------------|----------------|----------------|-----------------|
| Bidding                   | \$0.00         | \$0.00 | \$7,500.00     | \$7,500.00     | \$7,500.00     | \$7,500.00     | \$30,000.00     |
| Construction / Renovation | \$0.00         | \$0.00 | \$4,500,000.00 | \$4,500,000.00 | \$4,500,000.00 | \$4,500,000.00 | \$18,000,000.00 |
| Construction Documents    | \$0.00         | \$0.00 | \$45,000.00    | \$45,000.00    | \$45,000.00    | \$45,000.00    | \$180,000.00    |
| Totals                    | \$0.00         | \$0.00 | \$4,552,500.00 | \$4,552,500.00 | \$4,552,500.00 | \$4,552,500.00 | \$18,210,000.00 |

Secured Funding - State Capital Outlay

| Appropriation ID | Amount Secured | Expiration | Obligated | Expended | AIPP   | Reversion |
|------------------|----------------|------------|-----------|----------|--------|-----------|
| NMMFA            | \$1,550,000.00 | 2030-06-30 | \$0.00    | \$0.00   | \$0.00 | \$0.00    |
| Totals           | \$1,550,000.00 |            | \$0.00    | \$0.00   | \$0.00 | \$0.00    |

Secured Funding - Other Sources

| Funding Source | Amount Secured | Date Received | Date Expired | Expended       | Comments       |
|----------------|----------------|---------------|--------------|----------------|----------------|
| OTHER – Other  | \$140,000.00   | 2026-05-01    |              | \$140,000.00   | ReStore income |
| OTHER – Other  | \$1,400,000.00 | 2025-12-01    |              | \$1,400,000.00 | Land purchase  |
| Totals         | \$1,540,000.00 |               |              | \$1,540,000.00 |                |

Potential Funding Sources

| Funding Source      | Requested Amount | Applied For | Date Applied | Comments                |
|---------------------|------------------|-------------|--------------|-------------------------|
| LFUNDS- Local Funds | \$750,000.00     | Yes         | 2026-05-15   | Requested for FY 2027   |
| OTHER – Other       | \$1,200,000.00   | No          |              | ReStore annual income   |
| OTHER – Other       | \$3,300,000.00   | No          |              | Owner's mortgage income |
| OTHER – Other       | \$1,000,000.00   | No          |              | Fundraising & Donations |
| Total               | \$6,250,000.00   |             |              |                         |

|                                |                 |
|--------------------------------|-----------------|
| <b>Total Project Budget</b>    | \$25,835,000.00 |
| <b>Total Secured Funding</b>   | \$3,090,000.00  |
| <b>Total Potential Funding</b> | \$6,250,000.00  |
| <b>Still Needed</b>            | \$22,745,000.00 |

Generated 6/2/2026 | ICIP Project 28-0384 | New Mexico Department of Finance & Administration



# San Ignacio Flats

Project #: 28-0643      Status: Submitted      Start Date: 0000-00-00      Entity: City of Santa Fe      Entity Code: 01001

## Project Overview

|               |                   |               |                                          |
|---------------|-------------------|---------------|------------------------------------------|
| Project Title | San Ignacio Flats | Contact Name  | Ahmed Abdelhameed                        |
| Type          | Local             | Contact Email | ahmed.abdelhameed@ulyssesdevelopment.com |
| Category      | Housing           | Contact Phone | (720) 615 - 4452                         |
| Subcategory   | Housing           |               |                                          |
| Start Date    | 0000-00-00        |               |                                          |
| Priority      | 2028-00           |               |                                          |

## Project Location

|         |                       |
|---------|-----------------------|
| Address | 4680 San Ignacio Road |
| City    | Santa Fe              |
| Zip     | 87507                 |

## Legislative Language

to construct and equip an affordable multifamily housing development, including associated site infrastructure, roadway and utility improvements, drainage, and related site work for San Ignacio Flats in Santa Fe in Santa Fe County

## Scope of Work

|                    |     |
|--------------------|-----|
| Done to Date       | N/A |
| Needed to Complete | N/A |

Site infrastructure, grading and earthwork, drainage, utilities, access road improvements, and building construction including foundations, framing, mechanical, electrical, and plumbing systems, and exterior and interior construction necessary to deliver completed, occupiable residential units.

## Responsibilities

|              |                       |
|--------------|-----------------------|
| Fiscal Agent | City of Santa Fe      |
| Own          | San Ignacio Owner LLC |
| Own Asset    | San Ignacio Owner LLC |
| Own Land     | San Ignacio Owner LLC |
| Operate      | San Ignacio Owner LLC |
| Maintain     | San Ignacio Owner LLC |

## Additional Questions

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project class</b>                                                                                                       | Local                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>How many years is the requested project expected to be in use before needing renovation/repair or replacement?</b>      | 16 years or more                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Estimated number of beneficiaries to be served by the project?</b>                                                      | 420 to 640 individuals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?</b>                             | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Will the project target a specific group of beneficiaries?</b>                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>If Yes, please explain which specific group(s) the project will target (brief explanation).</b>                         | Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?</b>       | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>If yes, in what ways will the project improve sustainability?</b>                                                       | San Ignacio Flats will improve sustainability in both project operations and building performance through a comprehensive set of environmentally responsible design and construction strategies. The development incorporates all electric building systems, high performance building envelopes, and energy efficient mechanical systems, which reduce overall energy consumption, improve indoor air quality, and lower long term utility costs for residents. The project also includes water efficient site design, such as drought tolerant landscaping and irrigation strategies, reducing water usage and long term maintenance needs. Site planning leverages existing infrastructure as an urban infill development, minimizing environmental impact and maximizing prior public investment. In addition, San Ignacio Flats integrates sustainable design principles with resident well being, including improved thermal comfort, healthier indoor environments, and reduced operating costs, which together support long term housing affordability. Overall, the project significantly enhances sustainability by reducing energy use, improving efficiency, and delivering durable, cost effective housing aligned with long term environmental and operational goals. |
| <b>If the project is completed successfully, describe the impacts it will have for community members and constituents.</b> | San Ignacio Flats will deliver up to 170 high quality affordable homes, reducing housing cost burden and enabling working households and families to live closer to jobs, services, and transit. The project will strengthen community stability by supporting multigenerational living, accessibility for special needs populations, and workforce retention, while also revitalizing an underutilized site and contributing to long term economic and social well being in Santa Fe County through a sustainable, contextually-sensitive design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Does the project benefit all citizens within a recognized region, district, or political subdivision?</b>               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Explain how it benefits all citizens, and include/confirm the number of people that will</b>                            | San Ignacio Flats benefits the broader Santa Fe County community by increasing the supply of affordable housing and supporting workforce retention in a high cost market. While the project will directly serve up to 170 households (estimated 420                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>benefit (you may reference your answer to Estimated Beneficiaries).</b>                                                            | 640 residents, 1 – 1.5 persons per bedroom), the impact extends to the wider regional population by reducing housing cost pressures, supporting local employers, and strengthening economic stability. Additionally, its location along a transit accessible, amenity rich corridor improves access to services and infrastructure that benefit both residents and the surrounding community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Regionalism: Does the project directly benefit an entity other than itself?</b>                                                    | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, briefly list the other entity and how it benefits (200 characters max).</b>                                                | The project directly benefits Santa Fe County and the City of Santa Fe, as well as the surrounding Las Acequias neighborhood. San Ignacio Flats supports regional housing goals by increasing the supply of affordable housing, strengthening workforce stability, and leveraging existing public infrastructure investments. Additionally, the project complements nearby developments such as the County's Nueva Acequias community, creating opportunities for coordinated services and shared community benefit. By delivering 170 affordable units and supporting hundreds of residents, the project contributes to broader regional outcomes including economic stability, reduced housing cost burden, and improved access to jobs, services, and transit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Has the project had public input and buy-in?</b>                                                                                   | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Is the project necessary to address population or client growth, and will it provide services to that population or clientele?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Are there oversight mechanisms that ensure timely construction and completion on budget?</b>                                       | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).</b>        | As a condition of acceptance of any legislative appropriation or grant for this project, the City of Santa Fe will require an agreement with the project owner which will ensure that all grant conditions for the expenditure of public funding are satisfied including, as applicable, ownership and control of property and improvements, land use code, public procurement, anti-donation, antidiscrimination, prevailing wage, subcontractor fair practices, insurance, bonding, audits etc. The Project includes multiple oversight mechanisms to ensure timely construction and completion within budget. San Ignacio Flats is advancing through the City of Santa Fe permitting and entitlements process, which provides structured review timelines, defined approval milestones, and ongoing coordination with City staff. In addition, the project will follow Housing New Mexico requirements, including adherence to Qualified Allocation Plan and LIHTC timelines such as achieving financial closing within approximately six months of application and meeting established construction and compliance milestones. These public processes, combined with UDG's internal project management controls and lender oversight, provide a structured framework for monitoring progress, controlling costs, and ensuring timely delivery. |
| <b>Other than temporary construction jobs, does the project maintain or advance the region's economy?</b>                             | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the economic impacts (e.g. sales of produce</b>                                                                    | In addition to temporary construction jobs, San Ignacio Flats will support and strengthen the regional economy through permanent operational employment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

income for families, protection of water rights/property values).

workforce development, and long term housing stability. The project will create permanent, locally hired property management, maintenance, and support positions, contributing to sustained local employment. The development also advances workforce capacity by incorporating apprenticeship and training programs through local partners, helping build a skilled construction and trades workforce in the region. By delivering affordable housing near jobs and transit, the project supports workforce retention, reduces employee turnover for local employers, and enables residents to remain in the Santa Fe economy. Together, these impacts contribute to long term economic stability and growth in the region.

|                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Does the project eliminate a risk or hazard to public health and/or safety that makes corrective action urgent and unavoidable?   | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| If Yes, explain the risk/hazard and how the project mitigates it (e.g., reduces flood risk, prevents damage to private property). | The Project addresses an existing public safety concern by redeveloping a currently vacant and underutilized site that has attracted littering and unwanted activity. By transforming the property into an active residential community, San Ignacio Flats will eliminate conditions that contribute to unsafe or undesirable use, improve site visibility and oversight, and enhance overall neighborhood safety. The development will also incorporate planned infrastructure, lighting, and community space, creating a well maintained and actively used environment that supports residents and surrounding neighbors. In addition, the project includes the preservation and documentation of an archaeological site, ensuring responsible stewardship of cultural resources while enabling safe and appropriate site use. Overall, the project mitigates existing conditions that negatively impact public health and safety by activating the site and integrating it into the surrounding community. |

Budget

Activities: construction | Duration: 36 months

| Category                  | Funded to Date  | 2028           | 2029   | 2030   | 2031   | 2032   | Total Cost      |
|---------------------------|-----------------|----------------|--------|--------|--------|--------|-----------------|
| Construction / Renovation | \$67,000,000.00 | \$6,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$73,000,000.00 |
| Totals                    | \$67,000,000.00 | \$6,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$73,000,000.00 |

Secured Funding - Other Sources

| Funding Source | Amount Secured  | Date Received | Date Expired | Expended | Comments                          |
|----------------|-----------------|---------------|--------------|----------|-----------------------------------|
| OTHER – Other  | \$2,500,000.00  | 2026-04-30    |              | \$0.00   | Partnership private equity        |
| OTHER – Other  | \$5,300,000.00  | 2026-04-30    |              | \$0.00   | As allowed by Housing NM          |
| OTHER – Other  | \$700,000.00    | 2026-04-30    |              | \$0.00   | Projected revenue during lease-up |
| OTHER – Other  | \$3,800,000.00  | 2026-04-30    |              | \$0.00   | Bond debt to fill gap             |
| OTHER – Other  | \$27,300,000.00 | 2026-04-30    |              | \$0.00   | Construction loan                 |
| OTHER – Other  | \$27,400,000.00 | 0026-04-30    |              | \$0.00   | Syndicated 4% LIHTC Equity        |
| Totals         | \$67,000,000.00 |               |              | \$0.00   |                                   |

Potential Funding Sources

| Funding Source      | Requested Amount | Applied For | Date Applied | Comments    |
|---------------------|------------------|-------------|--------------|-------------|
| LFUNDS- Local Funds | \$2,000,000.00   | Yes         | 2026-05-15   | City - AHTF |
| Total               | \$14,026,875.00  |             |              |             |

| Funding Source        | Requested Amount | Applied For | Date Applied | Comments                                  |
|-----------------------|------------------|-------------|--------------|-------------------------------------------|
| SGRANT - State Grants | \$6,000,000.00   | Yes         | 2026-05-15   | Housing RFI - Dept of Workforce Solutions |
| NMFAL – NMFA Loan     | \$5,026,875.00   | Yes         | 2026-05-15   | NMFA - Housing Development Revolving Fund |
| LFUNDS- Local Funds   | \$1,000,000.00   | Yes         | 2026-05-01   | County - Developer Assistance Program     |
| Total                 | \$14,026,875.00  |             |              |                                           |

**Budget Summary**

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|                         |                 |
|-------------------------|-----------------|
| Total Project Budget    | \$73,000,000.00 |
| Total Secured Funding   | \$67,000,000.00 |
| Total Potential Funding | \$14,026,875.00 |
| Still Needed            | \$6,000,000.00  |



# New Mexico Innovation Hub Sitework

Project #: 28-0187    Status: Draft    Start Date: 7/1/2027    Entity: City of Santa Fe    Entity Code: 01001

## Project Overview

|               |                                    |               |                         |
|---------------|------------------------------------|---------------|-------------------------|
| Project Title | New Mexico Innovation Hub Sitework | Contact Name  | Phillip Gesue           |
| Type          | Local                              | Contact Email | pgesue@pereholdings.com |
| Category      | Roads & Bridges                    | Contact Phone | (917) 892 - 0060        |
| Subcategory   | Streets                            |               |                         |
| Start Date    | 7/1/2027                           |               |                         |
| Priority      | 2028-00                            |               |                         |

## Project Location

|         |                         |
|---------|-------------------------|
| Address | 1600 St. Michaels Drive |
| City    | Santa Fe                |
| Zip     | 87501                   |
| County  | Santa Fe                |



## Legislative Language

to design and construct land improvements on parcels J-1a, J-1b, and O at the Midtown campus in Santa Fe, santa fe county

## Scope of Work

|              |     |                |
|--------------|-----|----------------|
| Done to Date | N/A | Page 30 of 262 |
|--------------|-----|----------------|

|                    |     |
|--------------------|-----|
| Needed to Complete | N/A |
|--------------------|-----|

Design and construct infrastructure land improvements on land owned by the City of Santa Fe (parcels J-1a, J-1b and O) adjacent to 1055 Midtown Calle Central. The project will consist of: demolition, grubbing, and grading at the site, the design of site infrastructure improvements, and the construction of infrastructure including utilities, a roadway, and sidewalks. The project will be completed in two phases. Phase I will include easements, archaeological survey, environmental assessment, demolition and site clearing, grubbing, grading, and the design and construction of utilities, roadway and sidewalks connecting to existing infrastructure, with some of the work being done concurrently. Phase I will be completed in 18 months. Phase II will consist of construction of the improvements. Phase II will be completed within an additional 18 months.

## Responsibilities

|              |                  |
|--------------|------------------|
| Fiscal Agent | City of Santa Fe |
| Own          | City of Santa Fe |
| Own Asset    | City of Santa Fe |
| Own Land     | City of Santa Fe |
| Operate      | City of Santa Fe |
| Maintain     | City of Santa Fe |

## Additional Questions

|                                                                                                                |                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Project class                                                                                                  | Local                                                                                                                                             |
| How many years is the requested project expected to be in use before needing renovation/repair or replacement? | 16 years or more                                                                                                                                  |
| Estimated number of beneficiaries to be served by the project?                                                 | 5000                                                                                                                                              |
| Are the majority (at least 51%) of the estimated beneficiaries low and moderate income?                        | Unknown                                                                                                                                           |
| Will the project target a specific group of beneficiaries?                                                     | No                                                                                                                                                |
| Will the project upgrade or improve sustainability in your operations and/or renewable energy implementation?  | Yes                                                                                                                                               |
| If yes, in what ways will the project improve sustainability?                                                  | Improvements will facilitate improved utility efficiency and work in concert with the planned stormwater infrastructure improvements by the City. |
| Which specific group(s) of beneficiaries will the project target?                                              |                                                                                                                                                   |

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>If the project is completed successfully, describe the impacts it will have for community members and constituents.</b>                                          | Additional pedestrian and vehicular access will provide the public with better transit to future buildings that will consist of affordable housing and offices for companies that will be job-creating employers.                                                                                                                                                                                                                                                                                  |
| <b>Does the project benefit all citizens within a recognized region, district, or political subdivision?</b>                                                        | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Explain how it benefits all citizens, and include/confirm the number of people that will benefit (you may reference your answer to Estimated Beneficiaries).</b> | The project will benefit all of the projected 1000 families at the Midtown site, including the future residents of the affordable housing to be constructed on a portion of the site, as well as all future employees of the employers operating their businesses at the future commercial buildings.                                                                                                                                                                                              |
| <b>Regionalism: Does the project directly benefit an entity other than itself?</b>                                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, briefly list the other entity and how it benefits (200 characters max).</b>                                                                              | The project facilitates the construction of new affordable housing and commercial buildings that will be occupied by employers that will bring hundreds of jobs to Santa Fe and the surrounding areas.                                                                                                                                                                                                                                                                                             |
| <b>Has the project had public input and buy-in?</b>                                                                                                                 | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Is the project necessary to address population or client growth, and will it provide services to that population or clientele?</b>                               | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Are there oversight mechanisms that ensure timely construction and completion on budget?</b>                                                                     | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the oversight mechanisms (e.g., working with an engineer through RCPP; following ISC procurement code).</b>                                      | As a condition of acceptance of any legislative appropriation or grant for this project, the City of Santa Fe will require an agreement with the project owner which will ensure that all grant conditions for the expenditure of public funding are satisfied including, as applicable, ownership and control of property and improvements, land use code, public procurement, anti-donation, anti-discrimination, prevailing wage, subcontractor fair practices, insurance, bonding, audits etc. |
| <b>Other than temporary construction jobs, does the project maintain or advance the region's economy?</b>                                                           | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>If Yes, explain the economic impacts (e.g., sales of produce, income for families, protection of water rights/property values).</b>                              | The project improvements directly pave the way for the future lease of City property, which will bring both affordable housing and hundreds of future jobs to the region.                                                                                                                                                                                                                                                                                                                          |
| <b>Does the project eliminate a risk or hazard to public health</b>                                                                                                 | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



corrective action urgent and unavoidable?

If No, briefly explain (e.g., risk not applicable or not addressed by this project).

The project will include any environmental remediation required at the site, although this is anticipated to be non-urgent. Should any issues of hazard be identified, they will be quickly remediated.

Budget - Phase 1

Activities: planning, design, construction | Duration: 12 months

| Category                    | Funded to Date | 2028         | 2029   | 2030   | 2031   | 2032   | Total Cost   |
|-----------------------------|----------------|--------------|--------|--------|--------|--------|--------------|
| Archaeological Studies      | \$0.00         | \$10,000.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00  |
| Bidding                     | \$0.00         | \$25,000.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$25,000.00  |
| Conceptualization           | \$0.00         | \$10,000.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00  |
| Construction Documents      | \$0.00         | \$40,000.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$40,000.00  |
| Design Development          | \$0.00         | \$12,500.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00  |
| Easements and Rights of Way | \$0.00         | \$20,000.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20,000.00  |
| Environmental Studies       | \$0.00         | \$7,000.00   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,000.00   |
| Schematic Design            | \$0.00         | \$12,500.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00  |
| Totals                      | \$0.00         | \$137,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$137,000.00 |

Budget - Phase 2

Activities: construction, ffe | Duration: 12 months

| Category                  | Funded to Date | 2028           | 2029   | 2030   | 2031   | 2032   | Total Cost     |
|---------------------------|----------------|----------------|--------|--------|--------|--------|----------------|
| Construction / Renovation | \$0.00         | \$505,000.00   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$505,000.00   |
| Furnishings               | \$0.00         | \$642,000.00   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$642,000.00   |
| Totals                    | \$0.00         | \$1,147,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,147,000.00 |

Budget Summary

|                         |                |
|-------------------------|----------------|
| Total Project Budget    | \$1,284,000.00 |
| Total Secured Funding   | \$0.00         |
| Total Potential Funding | \$0.00         |
| Still Needed            | \$1,284,000.00 |

**Regular Meeting of the Public Works and Utilities Committee**  
**June 1, 2026 at 5:00 PM**  
**Council Chambers, City Hall**  
**200 Lincoln Avenue**  
**MINUTES**

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1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Pilar Faulkner at 5:00 PM, on Monday, June 1, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

**MEMBERS PRESENT**

City Councilor, District 1 Patricia Feghali  
City Councilor, District 2 Elizabeth Barrett  
City Councilor, District 2 Paul Bustamante  
City Councilor, District 3 Pilar Faulkner  
City Councilor, District 4 Amanda Chavez (Arriving Late)

**OTHER PARTICIPANTS ATTENDING**

Carol Swenson, Business Operating Manager, Public Works Department  
Sean Moody, Capital Planning Manager, Public Works Department

3. Approval of Agenda

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

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

City Councilor, District 2 Elizabeth Barrett -yes  
City Councilor, District 2 Paul Bustamante -yes  
City Councilor, District 3 Pilar Faulkner -yes  
City Councilor, District 1 Patricia Feghali -yes

4. Approval of Consent Agenda

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

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

City Councilor, District 2 Elizabeth Barrett -yes  
City Councilor, District 2 Paul Bustamante -yes  
City Councilor, District 3 Pilar Faulkner -yes  
City Councilor, District 1 Patricia Feghali -yes

5. Public Comment

- a. Infrastructure Capital Improvements Plan FY2028-2032 Draft for Public Comment

6. Presentations

- a. Public Works Department Employee of the Month for May 2026: Troy Bernal, Administrative Manager, Public Works Administration Division. (Carol Swenson, Business Operations Manager; ycswenson@santafenm.gov)

City Councilor, District 4, Amanda Chavez Joined at 5:05 PM.

7. Action Items: Consent Agenda

- a. Request for Approval of the May 18, 2026, Public Works and Utilities Committee Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 06/01/2026

Approved on Consent

- b. Request for Approval of a Joint Funding Agreement with the United States Department of 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

Approved on Consent

- c. 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

Approved on Consent

- d. 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

Approved on Consent

- e. 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

Approved on Consent

- f. 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

Approved on Consent

- g. 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

Approved on Consent

- h. 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

Approved on Consent

- i. 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 \$2,200,000 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

Approved on Consent

- j. Request for Approval of Amendment No. 3 to Item #22-0301 with Arrowhead Security dba Vet-Sec Protection Agency for Security Guard Services at City Facilities to Increase Compensation by \$2,200,000 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

Approved on Consent

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

11. Matters from the Committee

Councilor Bustamante announced the Next Generation Water Summit is starting Thursday, June 11<sup>th</sup> and 12<sup>th</sup>. Register at [ngws.vfairs.com](http://ngws.vfairs.com)

Councilor Feghali reminded the committee that city buses are free of charge on Sundays starting this week through Labor Day weekend. Also, the Bike to Fuego baseball game, Saturday, meeting at Railyard Water Tower on June 6, 2026, at 5:30 pm.

Councilor Faulkner added that city bus fare is always free to anyone under the age of 18 and all city employees.

12. Matters from the Chair

13. Next Meeting: Monday, June 15, 2026

14. Adjourn

Meeting Adjourned at 5:11 PM.

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Liaison

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Chair







To: Governing Body

From: Sam Burnett, Interim Public Works Department Director *SB*

Via: Carol Swenson, Public Works Business Operations Manager *CS*  
Marcos Esquibel, Acting Complete Streets Division Director *ME*

Date: May 28, 2026

Re: Corte de Princesa Emergency Funding

**ACTION:**

Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$250,000 to Allocate ½% GRT to Complete Streets FY26 WIP Construction for Repairs to Corte de Princesa. (Marcos Esquibel, Acting Complete Streets Division Director: [mpesquibel@santafenm.gov](mailto:mpesquibel@santafenm.gov))

**BACKGROUND AND SUMMARY:**

On the night of July 31, 2025, the City of Santa Fe experienced an extreme weather event involving rainfall levels not seen since 2018. The resulting arroyo flooding caused a catastrophic failure of the sidewalk and retaining wall at the intersection of Corte de Princesa and Camino Consuelo. Immediate emergency repairs were initiated to secure the site and stabilize the arroyo and road. An Emergency Proclamation was issued on August 8, 2025.

Due to the extent of damage, an engineering firm stabilized the site and designed repairs for the City of Santa Fe. Design is now complete and construction is ready to begin. Actual construction estimates returned higher than engineering draft estimate, and additional and altered repairs need to be performed due to changing site conditions. Additionally, larger, more permanent improvements to the area are being planned pending FEMA approval.

**ATTACHMENTS:**

BAR

|                                       |
|---------------------------------------|
| Log # {Finance use <u>only</u> }:     |
| Journal # {Finance use <u>only</u> }: |

## City of Santa Fe, New Mexico

### BUDGET ADJUSTMENT REQUEST (BAR)

| DEPARTMENT / DIVISION NAME<br>Public Works / Public Works Admin                                 |         |        |            | DATE<br>5/28/2026            |                              |
|-------------------------------------------------------------------------------------------------|---------|--------|------------|------------------------------|------------------------------|
| ITEM DESCRIPTION                                                                                | ORG     | OBJECT | PROJECT    | INCREASE                     | DECREASE                     |
| <u>EXPENDITURES</u>                                                                             |         |        |            | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} |
| WIP Construction - Corte de Princesa Storm Damage                                               | 3650414 | 572970 | PWD2636504 | 250,000                      |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
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|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
| <u>REVENUES</u>                                                                                 |         |        |            | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
| <b>JUSTIFICATION:</b> (use additional page if needed)<br>--Attach supporting documentation/memo |         |        |            | \$ 250,000                   | \$ -                         |

| To allocate emergency funding from the 1/2% Capital GRT fund to Roadways & Drainage to make repairs to Corte de Princesa following storm damage on 7/31/25. Design was underway at the time of the storm and is now complete. Initial estimate was \$360,000 to make repairs, but actual construction estimates returned higher than engineering draft estimate, and additional and altered repairs need to be performed due to changing site conditions. | {Complete section below if BAR results in a net change to ANY Fund}                                                                                                                                                                                                                                                                                                                                                                                                             |                  |                                  |     |           |  |  |  |  |               |  |  |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------|-----|-----------|--|--|--|--|---------------|--|--|-----------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Fund(s) Affected</th> <th style="width: 50%;">Fund Balance Increase/(Decrease)</th> </tr> <tr> <td style="text-align: center;">365</td> <td style="text-align: right;">(250,000)</td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td colspan="2"><b>TOTAL:</b></td> </tr> <tr> <td></td> <td style="text-align: right;">(250,000)</td> </tr> </table> | Fund(s) Affected | Fund Balance Increase/(Decrease) | 365 | (250,000) |  |  |  |  | <b>TOTAL:</b> |  |  | (250,000) |
| Fund(s) Affected                                                                                                                                                                                                                                                                                                                                                                                                                                          | Fund Balance Increase/(Decrease)                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |                                  |     |           |  |  |  |  |               |  |  |           |
| 365                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (250,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |                                  |     |           |  |  |  |  |               |  |  |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                                  |     |           |  |  |  |  |               |  |  |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                                  |     |           |  |  |  |  |               |  |  |           |
| <b>TOTAL:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                                  |     |           |  |  |  |  |               |  |  |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (250,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |                                  |     |           |  |  |  |  |               |  |  |           |

|                                                                          |                   |                                                                          |                                |
|--------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------|--------------------------------|
| Carol Swenson<br>Prepared By {print name}                                | 5/28/2026<br>Date | {Use this form for Finance Committee/<br>City Council agenda items ONLY} | Andy Hopkins<br>Budget Officer |
| MARCOS ESQUIBEL<br>Division Director Signature {optional}                |                   | Date                                                                     |                                |
| JOHN BURNETT (Jun 1, 2026 09:07:09 MDT)<br>Department Director Signature |                   | Date                                                                     |                                |
| City Council<br>Approval Date                                            |                   | Finance Director {≤ \$5,000}                                             |                                |
| Agenda Item #:                                                           |                   | City Manager {≤ \$60,000}                                                |                                |



**THE CITY OF  
SANTA FE**

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**MEMORANDUM**

**DATE:** May 15, 2026

**TO:** Public Works & Utilities Committee  
Finance Committee  
Governing Body

**FROM:** Scott Ouderkirk, Interim Fire Chief   
Mario D. Risso, Assistant Fire Chief 

**SUBJECT:** Acceptance of State of New Mexico Special Appropriate Grant Agreement  
(Firefighter Recruitment Fund) 24-ZI5036-124 \$12,792.00

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**ITEM AND ISSUE:**

Request for Approval of the State of New Mexico Special Appropriate Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124, in the amount of \$12,792; to support Santa Fe Fire Department (SFFD) Equipment Reimbursement Program.

Request for Approval of a Budget Amendment Resolution (BAR) to add \$12,792 from the Acceptance of the State of New Mexico Special Appropriate Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124 into FY26 SFFD Revenue.

**BACKGROUND AND SUMMARY:**

The City received the attached award announcement for the State of NM Special Appropriate Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124 in the amount of \$12,792. These funds were granted to support SFFD Equipment Reimbursement Program and funding will reimburse SFFD for already purchased equipment used to support increased staffing.

**ATTACHMENTS:**

State of New Mexico Special Appropriate Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124  
BAR

**NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT  
(FIREFIGHTER RECRUITMENT FUND)**

**24-ZI5036-124**

This Special Appropriation Grant Agreement (“**Agreement**”) is made and entered into by and between the State of New Mexico, The New Mexico Department of Finance and Administration (“**Department**” or “**DFA**”) and the Santa Fe Fire Department (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the Department executes it (“April 1, 2026”).

**WITNESSETH**

**WHEREAS**, pursuant to House Bill 2, Section #5 of the 2024 Legislative Session [ZI5036], the sum of twenty-five million dollars (\$25,000,000) was appropriated from the general fund to DFA for firefighter and emergency medical technician recruitment through fiscal year 2026; and

**WHEREAS**, DFA is authorized to make grants to the Grantee in support of fire departments for firefighter and emergency medical technician recruitment; and

**WHEREAS**, on or about April 1, 2026, DFA awarded the Grantee Twelve thousand seven hundred ninety-two dollars and zero cents (\$12,792.00) to support Santa Fe Fire Department Equipment Reimbursement Program (“Program”);

**WHEREAS**, DFA’s award is intended to reimburse the Grantee for eligible equipment purchased to support newly hired firefighters and emergency medical technicians, in accordance with Program requirements; and

**WHEREAS**, the Grantee shall provide grant reporting to DFA including financial reporting, agreements with vendors, documentation related to reimbursed equipment, and any other program data requested by DFA.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. Grantee agrees to utilize funds for reimbursement for approved equipment based on submitted invoices to support increased staffing.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Agreement shall become effective **April 1, 2026** and will terminate on **June 30, 2026**.
- B. The General Appropriation Act of 2024 Section #5, General Provisions (C) states: “Amounts set out in Section #5 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure through fiscal year 2026 for the objects expressed”. Per HB2, any unexpended funds at the end of a fiscal year 2026 shall revert.

### **ARTICLE III - REPORTS**

#### **A. Final Report:**

- a. Grantee shall submit a final report for the Program to the Department. The Final Report shall be submitted in the form required by the Department, attached hereto as Exhibit "B," and incorporated herein by reference.
- b. The Final Report shall be submitted no later than June 30, 2026. This requirement shall survive the termination of this agreement.

### **ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed Twelve thousand seven hundred ninety-two dollars and zero cents (\$12,792.00). The funds shall be used solely for the purposes authorized under this Agreement and approved by the Department. The grantee shall not deviate from the approved use of funds without prior written approval from the department.
- B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the Department for disposition.
- C. All payments will be made on a reimbursement of actual cost basis for eligible, Department-approved expenditures, subject to terms of this agreement.
  - a. Request for Payment Form, attached hereto as Exhibit "D."
- D. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. The Grantee shall not bill the Department for the same service or services that have been billed to another funding agency or source.

### **ARTICLE V - MODIFICATION AND TERMINATION**

- A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.

- B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.
- C. Early Termination for Convenience: Except as provided in Article XIV and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Department's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Department's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

#### **ARTICLE VI – REPRESENTATIONS AND WARRANTIES**

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the Department with verification thereof.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every facility, program, or other provider with which it contracts to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:
  - a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."

- b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.
- F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.
  - a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars (\$60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
  - b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.
- H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of Program funds.
- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
  - a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the

State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- K. It will comply with all applicable federal requirements and regulations.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

## **ARTICLE VII - RETENTION OF RECORDS**

- A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles.
- B. Record Retention: For six (6) years following the Program's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as the Department may prescribe.
  - a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- C. Grantee shall make all Program records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

## **ARTICLE VIII - REPRESENTATIVES**

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:
  - a. **Name: Scott Ouderick**
  - b. **Title: Interim Fire Chief**
  - c. **Address: 200 Murales RD , Santa Fe , NM , 87501**
  - d. **Phone: 5059553109**
  - e. **Email: slouderkirk@santafenm.gov**
- B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:



- a. Name: Bianca Quintana**
- b. Title: Law Enforcement Fund Administrator**
- c. Address: 407 Galisteo St., Santa Fe, NM 87501**
- d. Phone: 505-231-3052**
- e. Email: Bianca.Quintana@dfa.nm.gov**

#### **ARTICLE IX – IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE X – SCOPE OF AGREEMENT**

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

#### **ARTICLE XII – LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIII – SPECIAL CONDITIONS**

**Reserved.**

#### **ARTICLE XIV – APPROPRIATIONS**

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, the Department may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by providing the Grantee with written notice of such early termination. Grantee shall accept the Department's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

## **ARTICLE XV – REQUIRED TERMINATION CLAUSE**

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- A. “This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, the [insert Grantee name] may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Santa Fe Fire Department only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date”.

## **ARTICLE XV: GENERAL PROVISIONS**

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

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

the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

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

**APPROVED BY DEPARTMENT:**

Division Director: By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Office of Secretary: By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Financial Officer: By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office, By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPROVED BY GRANTEE:**

Grantee: By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Grantee By: \_\_\_\_\_  
Attest: Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**AS TO LEGAL FORM AND SUFFICIENCY**

Grantee: By: Frank E. Rybalis  
Legal Counsel Title: Assistant City Attorney Date: Apr 21, 2026

**APPROVED FOR FINANCES**

Grantee: By: ANDREA PHILLIPS (Jun 4, 2026 10:35:01 MDT)  
Financial Director Title: Deputy City Manager/Acting Finance Director Date: 06/04/2026

**Exhibit A – Report**  
**REIMBURSEMENT OF ELIGIBLE EQUIPMENT**  
**Final Report**

**Basic Information**

|                  |                                  |
|------------------|----------------------------------|
| Grantee Name     | Click or tap here to enter text. |
| Agreement Number | Click or tap here to enter text. |
| Reporting Period | Fourth Quarter / Final Report    |
| Date Submitted   | Click or tap here to enter text. |

**Program Summary**

Provide a brief summary describing how funds were used to support newly hired firefighters and/or EMTs during the term of the FFRF (FY25 – FY26).

|                                  |
|----------------------------------|
| Click or tap here to enter text. |
|----------------------------------|

**Equipment Use Confirmation**

Confirm that all equipment purchased and submitted for reimbursement through the PARS system was used to support newly hired firefighter and/or EMTs.

☐ All equipment reimbursed under this Agreement supports newly hired firefighters and/or EMTs.

**Reimbursement Summary**

Total Reimbursement Requested Through Department System                      Enter Amount

**Certification**

I certify that all reimbursement requests submitted through the PARS system comply with the requirements of this Agreement and applicable program guidelines.

|                                |                                  |
|--------------------------------|----------------------------------|
| Authorized Representative Name | Click or tap here to enter text. |
| Title                          | Click or tap here to enter text. |
| Signature                      |                                  |
| Date                           | Click or tap here to enter text. |

**STATE OF NEW MEXICO  
GRANT APPROPRIATION  
Request for Payment Form  
Exhibit B**

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

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: 0  
C. AIPP Amount (If Applicable): 0  
D. Funds Requested to Date: 0  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (if applicable): 0  
G. Grant Balance: 0  
H. ☐ Final Request for Payment (if applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Certifications**

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

\_\_\_\_\_  
**Grantee Fiscal Officer or Fiscal Agent** (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
ASD Officer Date

\_\_\_\_\_  
Division Grant Manager Date



**Signature:**   
MARIO RISSO (May 15, 2026 12:43:29 MDT)  
**Email:** mdrisso@santafenm.gov

**Signature:**   
SCOTT OUDERKIRK (May 15, 2026 12:45:25 MDT)  
**Email:** slouderkirk@santafenm.gov



**THE CITY OF  
SANTA FE**

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**MEMORANDUM**

**DATE:** May 11, 2026

**TO:** Andy Hopkins, Budget Officer  
Erika V. Lujan, Grant Manager <sup>EL</sup><sub>EL</sub>  
Andrea K. Phillips, Deputy City Manager/Interim Finance Director

**FROM:** Graham Miller, Battalion Chief-Health and Safety <sup>GM</sup><sub>GM</sub>

**VIA:** Scott Ouderkirk, Interim Fire Chief <sup>SO</sup><sub>SCOTT OUDERKIRK</sub>  
Mario D. Risso, Assistant Fire Chief <sup>MR</sup><sub>MARIO RISSO</sub>

**SUBJECT:** State of New Mexico Special Appropriate Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124 \$12,792.00

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**ITEM AND ISSUE:**

Santa Fe Fire Department (SFFD) respectfully requests Approval of a Budget Amendment Resolution (BAR) to increase funds of \$12,792. These funds will be used to reimburse SFFD for already purchased equipment used to support increased staffing:

From Line Items:

- 2210181.490210 \$(12,792)

To Line Items:

- 2210181.500110 \$12,792

**BACKGROUND AND SUMMARY:**

The State of New Mexico Department of Finance and Administration awarded a Special Appropriate Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124 in the amount of \$12,792 to the City of Santa Fe Fire Department. This agreement will reimburse SFFD for already purchased equipment used to support increased staffing. SFFD adhered to procurement procedures for the purchase. We are prepared to submit supporting documents and request reimbursement once all goods have been received.

**ACTION REQUESTED:**

SFFD respectfully requests your review and approval of this BAR.

**ATTACHMENTS:**

BAR

NM Special Appropriation Grant Agreement (Firefighter Recruitment Fund) 24-ZI5036-124



## Account

|                                       |         |           |            |                                   |               |
|---------------------------------------|---------|-----------|------------|-----------------------------------|---------------|
| Fund                                  | 221     | EMRG SVC  | Acct       | 221-15-20-2100-181-00-000-490210- |               |
| Org                                   | 2210181 | FIR SS SR | Acct name  | NM Dept of Fin and Admin          |               |
| Object                                | 490210  | NM DFA    | Type       | Revenue                           | Status Active |
| Project                               |         |           | Rollup     |                                   |               |
|                                       |         |           | Sub-Rollup |                                   |               |
| <input type="checkbox"/> MultiYr Fund |         |           |            |                                   |               |

Account Notes

### 4 Year Comparison

History

4 Year Graph

History Graph

| Yr/Per 2026/01  | Fiscal Year 2026 | Fiscal Year 2025 | Fiscal Year 2024 | Fiscal Year 2027 |
|-----------------|------------------|------------------|------------------|------------------|
| Original Budget | .00              | .00              | .00              | .00              |
| Transfers In    | -2,438,999.00    | -250,000.00      | -218,378.00      | .00              |
| Transfers Out   | .00              | .00              | .00              | .00              |
| Revised Budget  | -2,438,999.00    | -250,000.00      | -218,378.00      | .00              |
| Actual (Memo)   | .00              | -568,377.65      | -82,320.71       | .00              |
| Encumbrances    | .00              | .00              | .00              | .00              |
| Requisitions    | .00              |                  |                  | .00              |
| Available       | -2,438,999.00    | 318,377.65       | -136,057.29      | .00              |
| Percent used    | .00              | 227.35           | 37.70            | .00              |

# Account

|                                       |         |            |            |                                   |               |
|---------------------------------------|---------|------------|------------|-----------------------------------|---------------|
| Fund                                  | 221     | EMRGSVC    | Acct       | 221-15-20-2100-181-00-000-500110- |               |
| Org                                   | 2210181 | FIR SS SR  | Acct name  | Salaries (General)                |               |
| Object                                | 500110  | Gen Salary | Type       | Expense                           | Status Active |
| Project                               |         |            | Rollup     |                                   |               |
|                                       |         |            | Sub-Rollup |                                   |               |
| <input type="checkbox"/> MultiYr Fund |         |            |            |                                   |               |

[Account Notes](#)

## 4 Year Comparison

Current Year History 4 Year Graph History Graph

| Yr/Per 2026/01  | Fiscal Year 2026 |  | Fiscal Year 2025 |  | Fiscal Year 2024 |  | Fiscal Year 2027 |  |
|-----------------|------------------|--|------------------|--|------------------|--|------------------|--|
| Original Budget | .00              |  | 56,053.00        |  | 53,217.00        |  | .00              |  |
| Transfers In    | .00              |  | 1,000.00         |  | .00              |  | .00              |  |
| Transfers Out   | .00              |  | .00              |  | -20,000.00       |  | .00              |  |
| Revised Budget  | .00              |  | 57,053.00        |  | 33,217.00        |  | .00              |  |
| Actual (Memo)   | .00              |  | .00              |  | .00              |  | .00              |  |
| Encumbrances    | .00              |  | .00              |  | .00              |  | .00              |  |
| Requisitions    | .00              |  |                  |  |                  |  | .00              |  |
| Available       | .00              |  | 57,053.00        |  | 33,217.00        |  | .00              |  |
| Percent used    | .00              |  | .00              |  | .00              |  | .00              |  |

**Signature:** *GRAHAM MILLER*

**Email:** grmiller@santafenm.gov

**Signature:** *ERIKA LUJAN*

ERIKA LUJAN (May 18, 2026 08:37:30 MDT)

**Email:** evlujan@santafenm.gov



## The Purchasing Memo

**Date:** June 9, 2026

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

**From:** Taylor Jurgens, Engineer, Water Division <sup>TRJ</sup>

**Via:** Jonathan Montoya, Acting Water Division Director JM  
JM

**Subject:** Budget Adjustment Request for NM Office of the State Engineer Grant Agreement for Nichols Dam

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### ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Adjustment Request (BAR) in the amount of \$2,000,000.00 from Water WIP Construction to NM State Engineer for critical dam maintenance and improvements at Nichols Dam.

### BACKGROUND AND SUMMARY:

The City of Santa Fe was awarded a grant from the New Mexico Office of the State Engineer (OSE) for an amount up to \$2,000,000.00 for critical dam maintenance and improvements at Nichols Dam. The actual amount of funding will be determined by qualifying expenses incurred during Fiscal Year 2026 that will not already be reimbursed through other funding mechanisms. The grant agreement has already been approved by Committees and Governing Body, and this item is for the BAR of the awarded funds.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** WTRMGMNT / 505

**Munis Org Name/Number:** WTR CapPrj / 5050395

**Munis Object Name/Number:** WIP Constr / 572970

**Budget Officer / Designee:** Andy Hopkins **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

#### ASSOCIATED APPROVALS:

**Is this a Capital Asset or Project?** ☒ Yes | ☐ No

**Project Ledger Number:** WTR1950508

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

### ATTACHMENTS:

Budget Adjustment Request

Grant Agreement







**Michael J. Garcia, Mayor**

**DATE:** May 14, 2026

**TO:** Governing Body  
Finance Committee  
Public Works and Utilities Committee

**FROM:** Jesse Roach, Interim Public Utilities Department Director

**SUBJECT:** New Mexico Special Appropriation Grant Agreement

The New Mexico Office of the State Engineer has generously offered up to two million dollars (\$2,000,000) in legislative appropriations to the City of Santa Fe to reimburse fiscal year 2026 costs associated with critical maintenance and improvements at Nichols Dam. The actual amount will be determined by qualifying expenses through June 30, 2026 that will not be reimbursed through any other funding mechanism. The City of Santa Fe's Public Utilities Department expects to be able to take advantage of nearly \$1,300,000 of this generous offer and recommends approval of the attached NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT for Santa Fe Critical Dam Maintenance and Improvement Project ZJ5134.

## 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

**NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT  
Santa Fe Critical Dam Maintenance and Improvement Project ZJ5134**

This Special Appropriation Grant Agreement (“**Agreement**”) is made and entered into by and between the State of New Mexico, Office of the State Engineer (“**Grantor**” or “**OSE**”) and the City of Santa Fe (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”). This Agreement shall be effective as of the date the OSE executes it (“**Effective Date**”).

**WITNESSETH**

**WHEREAS**, pursuant to Subsection 102 of Section 5 of Chapter 210 of Laws 2023 the Legislature appropriated ten million dollars (\$10,000,000) to OSE for critical dam maintenance and improvement projects, Subsequently, Subsection 134 of Section 5 of Chapter 160 of Laws 2025 provided that the OSE was permitted to use up to six million dollars (\$6,000,000) of that appropriation to the OSE for other identified purposes. In the event that some of the identified purposes may not be able to utilize their maximum allocations, the OSE desires to enter into an agreement with the Grantee to grant up to two million dollars (\$2,000,000) of remaining funds available to the Grantee from the appropriation for additional critical dam maintenance and improvement projects in Santa Fe, with the final amount to be established at OSE’s sole discretion, (“**Project**”); and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as **Exhibit “A,”** and incorporated herein by reference.
- B. Grantee agrees to make no change to the Program Description as defined herein without first submitting a written request to the OSE and obtaining the OSE’s written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Agreement shall become effective July 1, 2025, and will terminate on June 30, 2026.
- B. The General Appropriation Act of 2025, Section 5 states: “Unless otherwise indicated, the appropriation may be expended in fiscal years 2025 and 2026”. Per section 5, any unexpended funds remaining at the end of fiscal year 2026 shall revert to the appropriate fund.

**ARTICLE III - REPORTS**

- A. Evaluation:
  - a. Grantee agrees to systematically collect, analyze, and use data to evaluate programs, initiatives, and policies by examining both the process and

outcomes to determine their effectiveness. Grantee agrees to review and update the existing evaluation plan regularly throughout the fiscal year.

- b. Grantee agrees that data entered into a database or otherwise provided to the OSE, is complete, accurate, and allows the OSE's designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
- c. To adequately evaluate the progress of the Project statewide, Grantee shall provide, within thirty (30) days, upon request of the OSE's evaluator(s), information and access to program records and records of contractors working for Grantee.

B. Progress Reports:

- a. To adequately evaluate the progress of this Agreement, Grantee shall provide periodic quarterly progress reports to the OSE ("Progress Reports"). The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of project milestones and expenditures to date, which includes expenditure back-up documentation, a certification all expenditures comply with the requirements of this Agreement, and anticipated project milestones and expenditures during the next quarter, in the form required by the OSE, attached hereto as **Exhibit "B,"** and incorporated herein by reference ("**Quarterly Progress Report**"), and such other information following the objectives of Grantee's evaluation as may be of assistance to the OSE in its evaluation. The first quarterly Progress Report is due on the thirtieth (30<sup>th</sup>) day following the end of the quarter, directly after the Effective Date.
- b. Grantee represents and warrants that Quarterly Progress Reports submitted to the OSE will not contain any "personally identifiable information" or "individually identifiable health information" in accordance with HIPAA.

C. Final Report:

- a. Grantee shall submit one copy of the final report for the Project to the OSE. The Final Report shall include the information called for in Article III, Paragraphs B (1) and B (2) for the fourth quarter. This requirement shall survive the termination of this Agreement.
- b. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component and shall be submitted no later than July 10<sup>th</sup> following expiration of the Term of this Agreement.

D. Annual Report:

- a. Grantee shall submit one copy of the annual report for the Project to the OSE. The Annual Report shall include the relevant data from the Project, including highlights for the period, budget to actual expenditures to date, and other information requested by the OSE in the format provided by the OSE. This requirement shall survive the termination of this Agreement.

- b. The Annual Report shall be submitted no later than the date determined by the OSE.

#### ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the OSE shall pay Grantee a sum not to exceed two million dollars (\$2,000,000). The funds are to be expended in accordance with the proposed budget attached hereto as **Exhibits "C,"** incorporated herein by reference. The Parties agree that the Grantee's expenditure of these monies shall not deviate from the line items or amounts of the budget without the prior written approval of the OSE.
- B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the OSE for disposition.
- C. All Grantee payment requests shall be subject to Grantor review and acceptance. Payments will be made on a reimbursement of actual cost basis for cost incurred by Grantee during the grant period unless the Grantor determines, with the express permission of the State Controller, that advance payment to Grantee is justified. Grantee must submit all payment requests to Grantor no later than July 15, 2026. Payment requests shall be sent to the Program Manager and include, at minimum, the following documentation:
  - a. A completed Request for Payment Form, attached hereto as **Exhibit "D."**
  - b. A copy of the paid invoice or receipt from vendor (or due and payable invoice from vendor in the case of advance payment).
  - c. A copy of the canceled check for the payment made to vendor (in the case of advance payment Grantee shall send a copy of the cancelled check for the payment made to the vendor to Grantor within five days of the vendor's deposit of the check to document appropriate use of the funds advanced).
- D. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. **The Grantee shall not bill the OSE for the same service or services that have been billed to another funding agency or source.**

#### ARTICLE V - MODIFICATION AND TERMINATION

- A. The OSE, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the OSE, the provisions of this Agreement are violated or the activities described in the Program Description do not

progress satisfactorily. In this regard, the OSE may demand a refund of all or part of the funds dispersed to Grantee.

- B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.
- C. Early Termination for Convenience: Except as provided in Article X and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the OSE's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the OSE's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

## **ARTICLE VI – REPRESENTATIONS AND WARRANTIES**

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the General Appropriation Act of 2025, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the OSE with verification thereof.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every facility, program, or other provider with which it contracts to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:

- a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."
  - b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.
- F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Project-related contracts and agreements to the OSE for review and approval prior to execution. Amendments to existing contracts will be submitted to the OSE for review and approval prior to execution.
  - a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars (\$60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
  - b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the OSE prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- G. It will adhere to all OSE financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.
- H. It will comply with all applicable conditions and requirements prescribed by the OSE regarding the receipt of Project funds.
- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the OSE.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- K. It will comply with all applicable federal requirements and regulations.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

## ARTICLE VII - RETENTION OF RECORDS

- A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles, § 6-6-2 NMSA 1978, and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. Record Retention: For six (6) years following the Program's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as the OSE may prescribe.
  - a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- C. Grantee shall make all Project records available to the OSE, the OSE's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the OSE finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

## ARTICLE VIII - REPRESENTATIVES

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:
  - a. Name: Jesse Roach
  - b. Title: Interim Public Utilities Department Director
  - c. Address: 801 W. San Mateo, Santa Fe, NM, 87505
  - d. Phone: (505) 955-4309

- e. Email: jdroach@santafenm.gov
- B. The OSE designates the person listed below as its Project Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:
  - a. Name: Sushil Chaudhary
  - b. Title: Senior Manager Executive Engineer
  - c. Address: 5550 San Antonio Drive, NE
  - d. Phone: (505) 383-4134
  - e. Email: sushil.chaudhary@ose.nm.gov

#### **ARTICLE IX – IMPROPERLY REIMBURSED FUNDS**

If the OSE determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the OSE, the OSE may offset any funds due to Grantee from the State, until the improperly reimbursed funds are fully repaid.

#### **ARTICLE X – SCOPE OF AGREEMENT**

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

#### **ARTICLE XII – LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIII – APPROPRIATIONS**

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, the OSE may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by providing the Grantee with written notice of such early termination. Grantee shall accept the OSE's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.



#### **ARTICLE XIV – REQUIRED TERMINATION CLAUSE**

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- A. “This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, the [insert Grantee name] may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [insert Grantee name] only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date”.

#### **ARTICLE XV: GENERAL PROVISIONS**

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

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

the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]



**APPROVED BY GRANTEE:**

Grantee: By: Michael Garcia Michael J. Garcia  
Title: Mayor, City of Santa Fe Date: 05/30/2026

Attest: By: Geralyn F. Cardenas  Geralyn F. Cardenas  
Title: City Clerk, City of Santa Fe Date: 06/01/2026  
GB MTG 05/27/26 *all*

Grantee: By: Andrea Phillips Andrea Phillips  
Title: Finance Director, City of Santa Fe Date: May 14, 2026

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**AS TO LEGAL FORM AND SUFFICIENCY**

Grantee: By: Marcos Martinez Marcos D. Martinez  
Legal Counsel Title: City Attorney, City of Santa Fe Date: May 14, 2026

## **EXHIBIT A**

### **Project Description**

*The purpose of the Project is to grant up to two million dollars (\$2,000,000) to the Grantee to fund the reimbursement of costs associated with critical dam maintenance and improvement projects for the City of Santa Fe. The final amount of the grant funding provided by the Grantor to the Grantee will be established at the sole discretion of Grantor, but will in no instance exceed the maximum amount. Grantee shall propose allowable uses that will be subject to the review and acceptance/approval of the Grantor.*

**EXHIBIT B**  
Quarterly Progress Report  
(TBD)

**EXHIBIT C**  
Proposed Budget  
(To be provided by Grantee)



## EXHIBIT D

### Request for Payment Form

**STATE OF NEW MEXICO  
GRANT APPROPRIATION  
Request for Payment Form**

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

A. Grantee: City of Santa Fe  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No: ZJ5134 Santa Fe Dam Projects\_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

#### II. Payment Computation

A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: \_\_\_\_\_  
C. AIPP Amount (If Applicable) : \_\_\_\_\_  
D. Funds Requested to Date: \_\_\_\_\_  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (if applicable) : \_\_\_\_\_

G. Grant Balance: \$ 0.00  
H. Final Request for Payment (if applicable )

#### III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

#### IV. Certifications

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:

- Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
- Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
- Submission of supporting documentation as required by the Agreement.
- Maintenance of all necessary records and documentation as stipulated in the Agreement.

I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

**(State Agency Use Only)**

Vendor Code: \_

Fund No.: \_\_\_\_\_

PO # \_

Loc No.: \_\_\_\_\_

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

ASD Officer

Date

Division Grant Manager

Date

**Signature:** 

**Email:** xivigil@santafenm.gov

**Signature:** *Taylor Jurgens*

**Email:** trjurgens@santafenm.gov



## The Purchasing Memo

**Date:** June 9, 2026

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

**From:** Taylor Jurgens, Engineer, Water Division <sup>TRJ</sup>

**Via:** Jonathan Montoya, Acting Water Division Director <sup>JM</sup>  
<sub>JM</sub>

**Subject:** Budget Adjustment Request for NM Office of the State Engineer Grant Agreement for McClure Dam

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### ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Adjustment Request (BAR) in the amount of \$1,354,479.00 from the Water WIP Construction to NM State Engineer for planning and design for the rehabilitation of McClure Dam.

### BACKGROUND AND SUMMARY:

The City of Santa Fe was awarded a grant from the New Mexico Office of the State Engineer (OSE) for a total allocated amount of \$1,354,479.00 for planning and design for the rehabilitation of McClure Dam. The grant agreement has already been approved by Committees and Governing Body, and this item is for the BAR of the awarded funds.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** WTRMGMNT / 505

**Munis Org Name/Number:** WTR CapPrj / 5050395

**Munis Object Name/Number:** WIP Constr / 572970

**Budget Officer / Designee:** Andy Hopkins **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

#### ASSOCIATED APPROVALS:

**Is this a Capital Asset or Project?** ☒ Yes | ☐ No

**Project Ledger Number:** WTR2550508

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

### ATTACHMENTS:

Budget Adjustment Request  
Grant Agreement



**Date:** April 28, 2026

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

**From:** Taylor Jurgens, Engineer, Water Division *TJ*

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

Jonathan Montoya, Acting Water Division Director *JM*  
JM

**Subject:** NM OSE Grant Agreement for McClure Dam Rehabilitation Planning and Design

**Vendor Name:** State of New Mexico Office of the State Engineer

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#### ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Grant Agreement with the State of New Mexico Office of the State Engineer in the total amount of \$1,354,479.00 for planning and design for the rehabilitation of McClure Dam with a performance period ending September 24, 2027.

#### BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division was awarded grant funding from the State of New Mexico Office of the State Engineer (OSE) for planning and design for the rehabilitation of McClure Dam. The grant includes a total allocated amount of \$1,354,479.00. The OSE was awarded funds from FEMA through the High Hazard Potential Dams (HHPD) grant program as well as funds from the New Mexico Department of Finance and Administration (DFA) to cover the local match amount required by the FEMA HHPD grant. Therefore, the City does not have a local match requirement for this grant.

The grant funding will be used to cover a portion of the expenses related to the planning and design of the McClure Dam Rehabilitation project. Planning and design work has begun on the project and is expected to continue through 2026 and into 2027. The grant agreement has a performance period that ends September 24, 2027, which is the date that the grant funds must be expended by.

#### PRIOR APPROVALS AND SUPPORTING INFORMATION:

##### FUNDING SOURCE:

**Fund Name/Number:** Water Management/505

**Munis Org Name/Number:** Water-Capital Projects/5050395

**Munis Object Name/Number:** WIP Design/572960

**Budget Officer / Designee:** *Andy Hopkins* **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

Is this a Grant funded purchase? ☒ Yes | ☐ No

If yes, what is the issuing agency: New Mexico Office of the State Engineer

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: WTR2550508

Approval: ERIKALUJAN Title: Grants Manager Date: \_\_\_\_\_

Comment/Exceptions: ERIKALUJAN May 1, 2026 09:46:19 MDT

**ATTACHMENTS:**

NM OSE Grant Agreement DSB-FY26-HHPD-01

**STATE OF NEW MEXICO  
OFFICE OF THE STATE ENGINEER  
SUB-RECIPIENT GRANT AGREEMENT DSB-FY26-HHPD-01**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Office of the State Engineer (OSE), with mailing address: 5550 San Antonio Drive NE, Albuquerque, NM 87109, ("**Department**" or "**Recipient**") and the City of Santa Fe with mailing address: 200 Lincoln Ave., P.O. Box 909, Santa Fe, NM 87504-0909 ("**Grantee**" or "**Subrecipient**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

**WITNESSETH**

WHEREAS, the rehabilitation of High Hazard Potential Dams (HHPD) grant program is authorized by 33 USC § 467f-2; and is administered through the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA); and

WHEREAS, the Federal Emergency Management Agency (FEMA) has awarded the OSE a certain amount of funds through the HHPD grant program (Award No. EMT-2024-GR-05014);

WHEREAS, the New Mexico Department of Finance and Administration (DFA) has awarded the OSE the New Mexico Match Fund Grant to cover the Local Match Amount required by the FEMA HHPD Grant (Award No. MG26-91655);

WHEREAS, the purpose of this agreement is to specify and delineate the responsibilities and duties of the parties hereto, for rehabilitation of McClure Dam, hereinafter referred to as the "Project";

WHEREAS, the Department is charged with regulating the safety of dams in New Mexico including McClure Dam; and

WHEREAS, the Grantee owns, operates, and maintains McClure Dam for the purpose of municipal water supply for the City of Santa Fe and has requested funding assistance for the project;

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

**AGREEMENT**

**I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

- A. The Project that is the subject of this Agreement with current FEMA Performance Period 09/25/2024 to 09/24/2027 (subject to amendment) is described as follows: Tasks necessary to plan and design the rehabilitation of McClure Dam, Santa Fe County, New Mexico, as described in the Scope of Work for this Project dated 11/20/2024, and as may be amended by appropriately approved and executed Scope of Work Amendment.
- B. Grantee's total reimbursements shall not exceed Eight Hundred Eighty Thousand Four Hundred Eleven Dollars and Thirty Five Cents (\$880,411.35) ("FEMA Allocation Amount")



plus the 35-percent local match Four Hundred Seventy Four Thousand Sixty Seven Dollars and Sixty Five Cents (\$474,067.65) ("Local Match Amount"), which equals One Million Three Hundred Fifty Four Thousand Four Hundred Seventy Nine Dollars (\$1,354,479.00) ("Total Allocated Amount").

- C. In the event of a conflict among the Total Allocated Amount, the Performance Period, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding language in the laws cited above in this Article I, the language of the FEMA award and the DFA Award cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. Attachment B sets forth additional requirements and conditions in accordance with the HHPD grant program reference in the Recitals above, which are incorporated by this reference as if set forth fully herein. If Attachment A and/or B imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A and/or B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the OSE concerning the Project, including, but not limited to, Requests for Payment and reports.

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

## II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Total Allocated Amount. This Agreement and any reimbursements up to the Total Allocated Amount are expressly conditioned upon the following:
- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the end of the Performance Period and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Total Allocated Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of

- tangible personal property and real property for the Project (“**Third Party Obligations**”); and
- d. Grantee’s submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with NMSA 1978, § § 3-54-1 and 3-54-2; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration’s Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit A**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in Attachment A, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines

additional special conditions are necessary or that existing special conditions are no longer required, it may update Attachment A from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### **III. NOTICES**

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

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

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

Fiscal Agent: City of Santa Fe  
Name: Erika Lujan  
Title: Grants Manager  
Address: 200 Lincoln Ave  
Santa Fe, NM 87501  
Email: evlujan@santafenm.gov  
Telephone: 505-479-1334

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

Department: Office of the State Engineer  
Name: Sushil Chaudhary  
Title: Dam Safety Bureau Chief  
Address: 5550 San Antonio Drive, NE  
Albuquerque, NM 87109  
Email: sushil.chaudhary@ose.nm.gov  
Telephone: 505-383-4134

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

case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the day the FEMA Performance Period ends (09/24/2027 subject to amendment) unless Terminated Before FEMA Performance Period ends (“**Early Termination**”) pursuant to Article V herein (collectively “**Term**”).
- B. The Project’s funds must be expended on or before the end date of the FEMA Performance Period and, if applicable, the Early Termination Date of this Agreement.
  - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the end of the FEMA Performance Period based on the Completion of the Project, Complete Expenditure of the Total Allocated Amount and/or Violation of this Agreement. Early Termination hereunder includes:
  - a. Termination due to completion of the Project before the end date of the FEMA Performance Period;
  - b. Termination due to complete expenditure of the Total Allocated Amount before the end date of the FEMA Performance Period;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the United States Congress and the legislature of New Mexico, if applicable, making sufficient appropriations and authorizations for the Project Description.
  - a. If the United States Congress or New Mexico Legislature does not appropriate the Total Allocated Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    - i. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any

rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

- b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the United States Congress or New Mexico Legislature:
  - i. Deauthorization, reauthorization, or revocation of a prior authorization as communicated to the OSE by FEMA or DFA.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the end date of the FEMA Performance Period by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon receipt of such written notice by the Grantee:
  - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
  - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

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

## **VII. AMENDMENTS**

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

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with monthly reports of Project activities, expenditures, and budget updates.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the monthly reports is true and accurate and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the monthly reports will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Monthly reports shall be due by 10<sup>th</sup> of the month after the month ends following the execution of this Agreement by the Department and ending during the month of the submission of the final request for reimbursement for the Project, or the following month. Monthly reports shall be in the form required by the Department.

### **B. Requests for Additional Information/Project Inspection**

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

## **IX. REQUEST FOR PAYMENT PROCEDURES**

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:
- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
    - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. .
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
  - b. Twenty (20) days from the date of Early Termination or the end date of FEMA Performance Period for expenditures or liabilities incurred before the Early Termination date or the end date of FEMA Performance Period .
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

- A. The following general conditions and restrictions shall apply to the Project:
- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
  - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
  - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project. In addition, the Project is subject to the federal Davis-Bacon Act, as amended.
  - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
  - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
  - f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee,



or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

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

### **B. Grantee hereby represents and warrants the following:**

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

- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
  - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Allocated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

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

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Total Allocated Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud,

mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Total Allocated Amount is fully repaid.

#### **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **XV. SCOPE OF AGREEMENT**

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

#### **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
  - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Congress to FEMA and New Mexico Legislature to DFA, as communicated to the OSE by FEMA and DFA, for the performance of this Agreement.
  - b. If the OSE provides notification of insufficient appropriations and authorization, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico or FEMA in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the OSE."

#### **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
  - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.

- b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

## **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

- A. Throughout the term of this Agreement, Grantee shall:
  - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
  - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
  - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Practices to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
  - a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Attachment A**, upon notice to, without need for formal amendment of this Agreement;
    - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
  - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

## **XIX. GENERAL PROVISIONS**

- A. Assignment: The City of Santa Fe's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
  - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
  - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit D**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or

its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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

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

**APPROVED BY DEPARTMENT: OFFICE OF THE STATE ENGINEER**

By: \_\_\_\_\_  
Name: Elizabeth K. Anderson, P.E.  
Title: State Engineer Date: \_\_\_\_\_

Chief Financial Officer: By: \_\_\_\_\_  
Name: Jim Williamson  
Title: Chief Financial Officer Date: \_\_\_\_\_

**AS TO BUDGET SUFFICIENCY**

Program Support Director: By: \_\_\_\_\_  
Name: Jeff Primm  
Title: Program Support Director Date: \_\_\_\_\_

**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office: By:   
Name: R. Alfred Walker  
Title: ALU Managing Attorney Date: 01/20/2026



**APPROVED BY GRANTEE:**

City of Santa Fe

By:   
Name: Michael J. Garcia  
Title: Mayor

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Attestation:

By:    
Name: Geralyn F. Cardenas  
Title: City Clerk

GB GB MTG 05/27/26  
Date: 06/01/2026

Finance Director:

By:   
Name: Andrea Phillips  
Title: Interim Finance Director

Date: 05/01/2026

Legal Counsel:

By:   
Name: Marcos Martinez  
Title: City Attorney

Date: Apr 28, 2026

**EXHIBIT A**

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**

**EXHIBIT A**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: \_\_\_\_\_

FROM: Department: \_\_\_\_\_

TO: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

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

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

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

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

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

## EXHIBIT B

### STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Exhibit B

|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|-------------------------------------------------------------------------------------------------------------------|--|--|-----------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|--|--|
| <b>I. Grantee Information</b>                                                                                     |  |  |           |  | <b>II. Payment Computation</b>                                                                                                                                                                                                                                                                                                                       |          |  |  |  |
| (make sure information is complete & accurate)                                                                    |  |  |           |  | A. Payment Request No.                                                                                                                                                                                                                                                                                                                               |          |  |  |  |
| A. Grantee:                                                                                                       |  |  |           |  | B. Grant Amount                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| B. Address:                                                                                                       |  |  |           |  | C. AIPP Amount <i>(If Applicable)</i> :                                                                                                                                                                                                                                                                                                              |          |  |  |  |
| (Complete Mailing, including Suite, if applicable)                                                                |  |  |           |  | D. Funds Requested to Date:                                                                                                                                                                                                                                                                                                                          |          |  |  |  |
|                                                                                                                   |  |  |           |  | E. Amount Requested this Payment:                                                                                                                                                                                                                                                                                                                    |          |  |  |  |
|                                                                                                                   |  |  |           |  | F. Reversion Amount <i>(If Applicable)</i> :                                                                                                                                                                                                                                                                                                         |          |  |  |  |
|                                                                                                                   |  |  |           |  | G. Grant Balance                                                                                                                                                                                                                                                                                                                                     |          |  |  |  |
| C. Phone No:                                                                                                      |  |  |           |  | H. <input type="checkbox"/> GF <input type="checkbox"/> OB <input type="checkbox"/> STB <i>(attach wire if first draw)</i>                                                                                                                                                                                                                           |          |  |  |  |
| D. Grant No:                                                                                                      |  |  |           |  | I. <input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i>                                                                                                                                                                                                                                                                         |          |  |  |  |
| E. Project Title:                                                                                                 |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| F. Grant Expiration Date:                                                                                         |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| <b>III. Fiscal Year :</b>                                                                                         |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)                         |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| <b>IV. <input type="checkbox"/> Reporting Certification:</b>                                                      |  |  |           |  | I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.                                                    |          |  |  |  |
| <b>V. <input type="checkbox"/> Compliance Certification:</b>                                                      |  |  |           |  | Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause. |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| <b>Grantee Fiscal Officer</b>                                                                                     |  |  |           |  | <b>Grantee Representative</b>                                                                                                                                                                                                                                                                                                                        |          |  |  |  |
| or: Fiscal Agent <i>(if applicable)</i>                                                                           |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| Printed Name                                                                                                      |  |  |           |  | Printed Name                                                                                                                                                                                                                                                                                                                                         |          |  |  |  |
| Date:                                                                                                             |  |  |           |  | Date:                                                                                                                                                                                                                                                                                                                                                |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| <b>(State Agency Use Only)</b>                                                                                    |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| Vendor Code:                                                                                                      |  |  | Fund No.: |  |                                                                                                                                                                                                                                                                                                                                                      | Loc No.: |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| I certify that the State Agency financial and vendor file information agree with the above submitted information. |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
|                                                                                                                   |  |  |           |  |                                                                                                                                                                                                                                                                                                                                                      |          |  |  |  |
| Division Fiscal Officer                                                                                           |  |  |           |  | Division Project Manager                                                                                                                                                                                                                                                                                                                             |          |  |  |  |
| Date                                                                                                              |  |  |           |  | Date                                                                                                                                                                                                                                                                                                                                                 |          |  |  |  |

## **EXHIBIT D**

### **Data Sharing Provisions**

Left Intentionally Blank  
[May be used if required by DFA]

**ATTACHMENT A  
TO  
OFFICE OF THE STATE ENGINEER  
SUB-RECIPIENT GRANT AGREEMENT**

**ARTICLE 1 REVIEW**

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Exhibit “OSE” means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent. The OSE may withhold payment if any of these procedures are not followed by the Grantee.

- A. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must coordinate and hold a scoping meeting with the OSE Dam Safety Bureau prior to procuring engineering or construction services or prior to commencing any work not included in an approved Operation and Maintenance Manual. The purpose of the scoping meeting is to define the extent of the project, the responsibilities of the project participants, the criteria to be applied to review and approval, and other topics that may improve overall execution and value of the project.
- B. The Grantee must submit a detailed project description (scope of work) to the OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.
- C. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.
- D. The Grantee must submit copies to the OSE of all executed contracts entered into by the Grantee prior to this agreement that are related to the project as determined by the OSE for review and approval.
- E. If these grant funds are to be used for engineering and/or other professional services in excess of \$60,000 the Grantee shall issue and conduct a Request for Proposals (RFP) for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is required to solicit Qualification-based proposals using the RFP template provided by the OSE or one provided by the Grantee but reviewed and accepted by the OSE. The Grantee must submit documentation regarding the hiring process to be used and the RFP, if applicable, to the OSE for review and approval **prior to** selecting engineering and/or other professional services.
- F. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to the OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is to be provided by the OSE or provided by the Grantee but reviewed and accepted by the OSE.

- G. A Preliminary Engineering Report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with the OSE as described in Article 1. A. of this Attachment before starting any work for a meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to the OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow the approach used by the USDA's Rural Utilities Service (RUS) Bulletin 1780-2 in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.
- H. A Value Engineering (VE) study coordinated and executed by a registered New Mexico Professional Engineer may be required by the OSE for projects completed under this agreement. Projects with preliminary or scoping phase construction cost estimates of \$3.0 Million or greater may be subject to this VE study requirement.
- I. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda (prepared by a registered New Mexico Professional Engineer) for this project to the OSE for review and approval **before** the project is advertised for construction bids.
- J. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to the OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. Proof of property ownership or easements for the land upon or through which the facility is being constructed with appropriate stamps or markings indicating they are filed with the County Assessor, may be required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a **qualified** appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by the OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to the OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.
- K. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to the OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until the OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- L. Following OSE approval of the proposed award, the Grantee shall submit to the OSE for review the notice of the award and the minutes of the meeting in which the award was made,

the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

- M. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to the OSE.
- N. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval **prior to** implementation of such modification or change. The decision by the OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by the OSE and followed by written confirmation to the Grantee.
- O. The Grantee shall provide a Resident Project Representative (RPR) to observe construction of the project. The RPR may be a contractor that is secured through the process described in Article 1.E. of this Attachment. If a contractor is used, an agreement must be executed in accordance with the process described in Article 1.F. of this Attachment. The decision on the need for a full-time or part-time RPR is at the sole discretion of the OSE based on oversight requirements and may be modified during the project. The Grantee will be required to submit the RPR's résumé to the OSE for review and approval prior to commencement of construction.
- P. Notwithstanding the inspections performed by the Grantee and its engineer, the OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans but will be in the nature of general OSE review as described in Article 2 below.

## **ARTICLE 2 OSE OVERSIGHT**

OSE site visits, reviews, and approvals are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. The OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by the OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

## **ARTICLE 3 CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the OSE.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, reimbursement to the grantee will be made after approval by the OSE of the PER, study, or

plans and specifications. Reimbursements shall not constitute approval of any of these documents.

- C. If the grant funds are to be used for purchase of equipment, final reimbursement will be made after approval by the OSE of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction (Exhibit E), final reimbursement will be made after the final site visit has been conducted by the OSE and the following items, unless waived by the OSE, have been provided to the OSE in writing, and have been reviewed and approved by the OSE:
  - i. Operation and maintenance manuals for equipment or a letter from the owner certifying receipt and acceptance of the manuals for the installed equipment;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to the OSE for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
  - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
  - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
  - viii. A written consent of the surety, if any, to final payment; and
  - ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by the OSE.



**ENGINEERS CONSTRUCTION STATUS REPORT\*****EXHIBIT E****Prepared for the Office of the State Engineer Dam Safety Bureau***\* To be Submitted with Payment Application*

|                                                                                                                                                                                                     |  |                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|--|
| Project Name:                                                                                                                                                                                       |  | Project Number (DFA): |  |
| Interim Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____                                                                                 |  |                       |  |
| Report Period: From ____ / ____ / ____ To ____ / ____ / ____                                                                                                                                        |  |                       |  |
| Field Orders Issued or Contemplated This Period:<br>No. ____<br><br>No. ____<br><br>No. ____                                                                                                        |  |                       |  |
| Change Orders Issued or Contemplated This Period:<br>No. ____ Net Change in Contract Price \$ _____<br>Justification:<br><br><br>Original Contract Price: \$ _____ Current Contract Price: \$ _____ |  |                       |  |
| CONTRACT TIME: Original Completion Date or Days _____<br>Current Completion Date or Days _____<br>Days Remaining for Completion _____                                                               |  |                       |  |
| Percent Project is Complete _____% On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                            |  |                       |  |
| Briefly Describe Project Progress During This Period:                                                                                                                                               |  |                       |  |
| Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):                                                                                                                   |  |                       |  |
| Engineer's Attestation:                                                                                                                                                                             |  | Owner Concurrence:    |  |

**ATTACHMENT B  
TO THE OFFICE OF THE STATE ENGINEER  
HHPD GRANT AGREEMENT**

**DEPARTMENT OF HOMELAND SECURITY  
STANDARD TERMS AND CONDITIONS**

## FY 2024 DHS STANDARD TERMS AND CONDITIONS

[Recipient is the Office of the State Engineer and subrecipient is the grantee (the entity) to whom the federal grant is sub-awarded by the Office of the State Engineer.]

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

### **A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

### **B. General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. §3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including

supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **C. Standard Terms & Conditions**

#### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

#### **II. Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

#### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award

from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational

program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. §200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXX. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**XXXI. Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.



XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting

materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

XL. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### XL. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### XLII. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866)927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### XLIII. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### XLIV. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### XLV. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### XLVI. Pass-Through to Subrecipients

Awards made to the State Authorized Agency (SAA) for HHPD carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to eligible subrecipients. All pass-through entities must comply with Section 2 C.F.R. 200.332 Requirements for pass-through entities.

#### XLVII. Mitigation Plan Extraordinary Circumstances:

A Hold Payment will apply for the award that has a hazard mitigation plan that does not include all dam risks. This is a corrective action to the original term of the award, which allowed up to 12 months after the date FEMA approved the subrecipients workplan to meet the local mitigation plan requirement as described in the Notice of Funding Opportunity (NOFO). If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

#### XLVIII. Revision of Budget and Scope of Work Package (formerly called "amendment/workplan")

Within 90 days of the notice of award, the State Authorized Agency must submit a revision or Scope of Work package to FEMA for approval that describes the budget and project scope for all work proposed, including identification of all subrecipients, in accordance with 2 C.F.R. § 200.308. The grant award is based on the recipient's Program Work Plan (Scope of Work

package) and applicant eligibility for an allocation under this program and does not convey approval of project scope of work for subrecipients. Budget amounts over each recipient's allocation cannot be funded, and budget amounts short of the allocation may require FEMA recovering the difference between the allocation and budget amount.

#### XLIX. Eligible High Hazard Potential Dam Documentation

The State Authorized Agency(SAA) must submit a list of all eligible high hazard potential dams in their state with the application. The SAA must submit official assurance statement (signed by the State Dam Safety Officer or Governor's Authorized Representative) that all dams included on the list of eligible high hazard potential dams are regulated by the state dam safety program and meet the HHPD criteria for eligible high hazard potential dams (Source:33 USC-467(4)(A)).

#### L. Performance Goal

The objective of the HHPD grant is to provide financial assistance for repair, removal, or rehabilitation of eligible high hazard potential dams. Based on the review of your application, FEMA will verify the claimed costs are consistent with the stated program objective. By accepting this award, you certify that the total Federal award amount comports to the total of all allowable costs incurred by the recipient during this fiscal year, in keeping with the program's objective. FEMA will further assess the recipient's performance against the program objectives during the quarterly reporting cycles and the award closeout process outlined in the Performance Measures section of the HHPD grant Notice of Funding Opportunity.

#### LI. Infrastructure Investment and Jobs Act Funded Projects

Recipients of awards using Infrastructure Investment and Jobs Act funding are required to report during quarterly reporting cycles the project award details and description, subaward project level location data, and the project status and progress toward achieving dam risk reduction project outcomes.

**Signature:** *Taylor Jurgens*

**Email:** trjurgens@santafenm.gov

**Signature:** JONATHAN MONTOYA  
JONATHAN MONTOYA (Apr 29, 2026 05:23:15 MDT)

**Email:** jmmontoya@santafenm.gov

**Signature:** 

**Email:** jdroach@santafenm.gov

**Signature:** 

**Email:** xivigil@santafenm.gov

**Signature:** *Taylor Jurgens*

**Email:** [trjurgens@santafenm.gov](mailto:trjurgens@santafenm.gov)





**Michael J. Garcia, Mayor**

**Date:** June 4, 2026

**To:** Michael J. Garcia, Mayor  
Public Works & Utilities Committee, Finance Committee, Governing Body

**Via:** Andrea K. Phillips, Deputy City Manager *AP*

**From:** Terry Lease, Manager, Asset Development *TL*  
Nina A. Nguyen, Project Manager, Asset Development *NAN*

**Subject:** **Amendment 1 to Lease Agreement Between City of Santa Fe and Santa Fe Solid Waste Management Agency**

## ITEM AND ISSUE:

Asset Development respectfully requests your review and approval of Amendment 1 to the Lease Agreement between City of Santa Fe (“City” or “Lessor”) and Santa Fe Solid Waste Management Agency (“SFSWMA” or “Lessee”) for the lease of the City-Owned Buckman Road Recycling & Transfer Station (“BuRRT”). Amendment 1, if approved, will extend the term of the Lease Agreement and adjust the rent; (Terry Lease, [tjlease@santafenm.gov](mailto:tjlease@santafenm.gov), (505) 629-2206, Nina A. Nguyen, [nanguyen@santafenm.gov](mailto:nanguyen@santafenm.gov), (505) 819-1870)

## BACKGROUND AND SUMMARY:

SFSWMA was formed in 1995 under the terms of the New Mexico Joint Powers Agreement Act by the City of Santa Fe and Santa Fe County, New Mexico. The Joint Powers Agreement delegated SFSWMA the power to plan for, operate, construct, maintain, repair, replace or expand the City’s Buckman Road Recycling & Transfer Station (“BuRRT”). Lease Agreement Item #05-0780 dated September 22, 2005, between the City and SFSWMA (“2005 Lease”), as amended, leased the BuRRT facility to SFSWMA. This agreement terminated on August 1, 2015, and was replaced by the current Lease Agreement (Item #16-0828) with an effective date of October 1, 2016, and a Termination Date of September 28, 2024. The initial term of the Lease Agreement has terminated and SFSWMA has continued to occupy BuRRT in a month-to-month tenancy. The first of two Option Terms of 6-years each (“Option Term”) is the subject of this Amendment 1, and the Lease Agreement requires that the rent for each Option Term be negotiated in good faith; if after 180-days the Parties have not negotiated the Option Term rent, it shall be established by a real estate appraisal. The Parties now desire to extend the term of the Lease Agreement and adjust the rent based on an appraisal completed

## 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

by Hippauf Dry & Connelly with an effective date of valuation of September 12, 2025 (“2025 Appraisal”). The Parties recognize that the “fair market rent” as determined in the 2025 Appraisal represents an increase over the current rent being paid for the BuRRT Facility. The Parties further recognize that an increase in rent may result in SFSWMA having to raise fees ultimately paid by the general public to cover the increase. While the City is obligated to charge a fair market rent, the Parties have agreed to phase in the rent increase over 5-years and extend the duration of the first Option Term by 8 months to minimize the impact of any potential increase in rates.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

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

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins Date: 06/05/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

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

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: \_\_\_\_\_

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

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

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?** ☐ Yes | ☒ No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?** ☐ Yes | ☒ No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Lease Agreement Amendment #1

Lease Agreement #16-0828

Certificate of Insurance

Real Property Determination

**CITY OF SANTA FE AMENDMENT 1 TO LEASE  
AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

This Amendment 1 to the City of Santa Fe lease agreement entitled “Lease Agreement Between the City of Santa Fe and the Santa Fe Solid Waste Management Agency”, with an effective date of October 1, 2016, Item #16-0828 (“Lease Agreement”), is made and entered into as of the date of the last signature (“Effective Date”), by and between the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico (“Lessor” or “City”) and the SANTA FE SOLID WASTE MANAGEMENT AGENCY, an agency created under the terms of the New Mexico Joint Powers Agreement Act (“Lessee” or “SFSWMA”), together the “Parties”.

**WHEREAS**, SFSWMA was formed in 1995 under the terms of the New Mexico Joint Powers Agreement Act, NMSA 1978 Sections 11-1-1 through 11-1-7, by the City of Santa Fe and Santa Fe County, New Mexico; and

**WHEREAS**, the Joint Powers Agreement delegated SFSWMA the power to plan for, operate, construct, maintain, repair, replace or expand the City’s Buckman Road Recycling & Transfer Station (“BuRRT”) and the Santa Fe County Caja Del Rio Landfill; and

**WHEREAS**, Lease Agreement Item #05-0780 dated September 22, 2005, between the City and SFSWMA (“2005 Lease”), as amended, leased the BuRRT facility to SFSWMA for the purpose of operating a Transfer Station, Regional Material Recovery Facility, Green Waste Processing Facility, Scrap Tire Processing Facility, and Scrap Metal Collection Facility; and

**WHEREAS**, the 2005 Lease terminated on August 1, 2015, and was replaced by the Lease Agreement (Item #16-0828) with an effective date of October 1, 2016, and a Termination Date of September 28, 2024, for Lessee’s continued occupancy of the BuRRT facility; and

**WHEREAS**, the Lease Agreement had an initial term of 8-years with two Option Additional Terms of 6-years each (“Option Term”); each Option Term requires that Lessee notify the City at least 365 days prior to the termination of the then current term; and

**WHEREAS**, Lessee notified the City of its desire to exercise the first Option Term of the Lease Agreement, and has continued to occupy BuRRT in a month-to-month tenancy; and

**WHEREAS**, the Lease Agreement requires that the rent for each Option Term be negotiated in good faith, and if after 180-days the Parties have not negotiated the Option Term rent, it shall be established by a real estate appraisal; and

**WHEREAS**, the Parties now desire to extend the term of the Lease Agreement and adjust the rent based on an appraisal of the BuRRT Facility completed by Hippauf Dry & Connelly with an effective date of valuation of September 12, 2025 (“2025 Appraisal”); and

**WHEREAS**, the Parties recognize that the “fair market value” as determined in the 2025 Appraisal represents a significant increase over the current rent being paid for the BuRRT Facility; and

**WHEREAS**, the Parties further recognize that a significant increase in rent may result in SFSWMA having to raise fees ultimately paid by the general public to cover the increase; and

**WHEREAS**, the Parties have agreed to phase in the rent increase over 5-years and extend the duration of the first Option Term by 8 months.

#### **AMENDMENT:**

Pursuant to Section 25 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, agree that the Lease Agreement is amended as follows:

1. The first Option Term of six (6) years, as provided for in Section 3 (TERM), is hereby extended by 8 months and approved by Lessor with an effective date of June 1, 2026, and a termination date of May 31, 2032.

2. Section 4B (Rent during Optional Additional Term(s)) is hereby deleted in its entirety and replaced with the following:

**B. Rent during First Optional Term.** Commencing June 1, 2026, Lessee shall pay Option Additional Term annual rent pursuant to **Exhibit B** attached hereto.

**C. Rent during Second Optional Term.** Commencing June 1, 2032, Lessee shall pay Option Additional Term annual rent pursuant to **Exhibit B** attached hereto.

**D. Rent Payments.** All rents are due on the Effective Date of each Option Additional Term and thereafter due in full on the first day of each year during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to: City of Santa Fe, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. ***Please include Item #16-0828 on all payments.***

3. Sections 4C and 4D are hereby added as follows:

**C. Penalty for Late Rent Payment.** If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

**D. Rent Schedule.** In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule for the Option Terms attached as **Exhibit B**.

Except as specifically provided in Amendment 1 the Lease Agreement shall remain in full force and effect, in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties have executed Amendment 1 as of the last date of signature below,

LESSOR: **CITY OF SANTA FE**

LESSEE: **SANTA FE SOLID WASTE  
MANAGEMENT AGENCY**

\_\_\_\_\_  
MICHAEL J. GARCIA, MAYOR

  
\_\_\_\_\_  
LISA CACARI STONE, CHAIR

DATE: \_\_\_\_\_

DATE: Jun 1, 2026

ATTEST:

\_\_\_\_\_  
GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RUBY A. CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

\_\_\_\_\_  
ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR  
Object Org. Code 2122800-460150

*[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

## Exhibit B – Option Term Rent Schedule

| Option Years                               | Year | Term Dates |           | Acres | Total Annual Rent | Escalation | Monthly Rent |
|--------------------------------------------|------|------------|-----------|-------|-------------------|------------|--------------|
| <b>Hold Over</b>                           |      | 10/1/2024  | 6/30/2026 | 24.07 | \$266,000.00      |            |              |
| *                                          | 11   | 7/1/2026   | 6/30/2027 | 24.07 | \$277,774.80      |            |              |
| *                                          | 12   | 7/1/2027   | 6/30/2028 | 24.07 | \$289,549.60      |            |              |
| *                                          | 13   | 7/1/2028   | 6/30/2029 | 24.07 | \$301,324.40      |            |              |
| *                                          | 14   | 7/1/2029   | 6/30/2030 | 24.07 | \$313,099.20      |            |              |
| *                                          | 15   | 7/1/2030   | 6/30/2031 | 24.07 | \$324,874.00      |            |              |
| *                                          | 16   | 7/1/2031   | 6/30/2032 | 24.07 | \$332,995.85      | 2.50%      |              |
| **                                         | 17   | 7/1/2032   | 6/30/2033 | 24.07 | \$341,320.75      | 2.50%      |              |
| **                                         | 18   | 7/1/2033   | 6/30/2034 | 24.07 | \$349,853.76      | 2.50%      |              |
| **                                         | 19   | 7/1/2034   | 6/30/2035 | 24.07 | \$358,600.11      | 2.50%      |              |
| **                                         | 20   | 7/1/2035   | 6/30/2036 | 24.07 | \$367,565.11      | 2.50%      |              |
| **                                         | 21   | 7/1/2036   | 6/30/2037 | 24.07 | \$376,754.24      | 2.50%      |              |
| **                                         | 22   | 7/1/2037   | 6/30/2038 | 24.07 | \$386,173.10      | 2.50%      |              |
| * First Option Term, ** Second Option Term |      |            |           |       |                   |            |              |

**LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE AND  
THE SANTA FE SOLID WASTE MANAGEMENT AGENCY**

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 1st day of October, 2016, by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and the SANTA FE SOLID WASTE MANAGEMENT AGENCY ("SFSWMA") (Lessee), together the "Parties."

**WITNESSETH:**

In consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**1. PREMISES**

Lessor leases to Lessee and Lessee leases from Lessor those certain premises consisting of: (i) approximately 24.07 acres of land located within the City of Santa Fe, New Mexico (the Land) being more fully described and shown on **Exhibit A** attached hereto and incorporated herein (said exhibit to be replaced with an updated survey plat prepared by Richard A. Morris, N.M.P.L.S No. 10277 provided by Lessor within forty-five (45) days of the Effective Date of this Lease Agreement), and (ii) the improvements upon the Land known as the Buckman Road Recycling and Transfer Station ("BuRRT") (the Improvements). Together, the Land and the Improvements are hereinafter referred to as the Facility.

Lessee accepts the Facility in its present state, without any representation or warranty by Lessor as to the condition of the Facility or as to the use which may be made thereof.

**2. EFFECTIVE DATE**

This Lease Agreement shall become effective on October 1, 2016 (the Effective Date).

**3. TERM**

The "Initial Term" of this Lease Agreement shall be eight (8) years from the Effective Date with two (2) "Optional Additional Terms" of six (6) years each, contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least three hundred and sixty-five (365) days prior to the expiration of the Initial Term or any Optional Additional Term. The Initial Term and any Optional Additional Term(s) are hereinafter referred to collectively as, the "Term."

In the event Lessee remains in possession of the Premises after the expiration of the Initial term or any Optional Additional Term, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, rent shall be prorated and payable on a monthly basis in advance of the first day of each month, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

Either Party may terminate this Lease Agreement upon three hundred sixty-five (365) days written notice to the other Party.

**4. RENT**

Rent shall be paid as follows:

A. Rent during Initial Term. Lessee shall pay Two Hundred Sixty-Six Thousand Dollars

REC'D CLERK  
RECORDED  
09/07/2016



and No Cents (\$266,000.00) as annual rent (Rent), due in full on the Effective Date and each year thereafter on the anniversary of the Effective Date of this Lease Agreement without notice or demand and without deduction or offset for any cause whatsoever. As Lessor is Lessee's Fiscal Agent, Lessee shall make payments to Lessor through internal procedures of recognizing expenditures and revenues.

B. Rent during Optional Additional Term(s). The Rent during any Optional Additional Term(s) of this Lease Agreement shall be negotiated in good faith by the Parties with such negotiations to commence upon Lessor's receipt of proper written notice from Lessee of Lessee's intent to exercise any Optional Additional Term(s) in accordance with Section 3 of this Lease Agreement. If after one hundred and eighty days (180) days the Parties have not negotiated the Rent for any Optional Additional Term(s), then Rent for any Optional Additional Term(s) shall be the fair market value rent established by a real estate appraisal prepared by an MAI-certified real estate appraiser licensed by the state of New Mexico who possesses documented experience specific to the appraisal of similar facilities (the Appraisal) submitted by Lessee to Lessor a minimum of ninety (90) days prior to the commencement of any such Optional Additional Term(s).

## **5. DEFINITIONS**

A. Commercial Hauler: A company for hire that collects and transports solid waste and/or recyclables.

B. Commercial Vehicle: Means vehicles with a GVW greater than 12,500 pounds.

C. Conditionally Exempt Small Quantity Generator (CESQG): A generator that produces no more than 220 pounds of hazardous waste, or no more than 2.2 pounds of acutely hazardous waste, in a calendar month.

D. Conventional Recyclables: Recyclables include, but are not limited to, old newspaper (ONP), old corrugated cardboard (OCC), magazines, junk mail, office paper, aluminum cans (UBC), aluminum foil, steel cans, plastic bottles and glass bottles and jars prepared in accordance with Lessee's published requirements.

E. Green Waste: Vegetative organic matter resulting from landscaping, land maintenance and agricultural operations. Green waste includes, but is not limited to, cuttings and trimmings from trees, shrubs, or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials.

F. Gross Vehicle Weight (GVW): The total weight of the vehicle, any trailer, its occupants and contents.

G. Household Hazardous Waste (HHW): Leftover household products such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients which require special handling when disposed of.

H. Passenger Vehicle: Means vehicles with a GVW less than 12,500 pounds. Passenger vehicles are small vehicles that include cars, pickup trucks and pickup trucks with trailers.

I. Scrap Metal: Appliances and other objects which consist of a minimum of 60% metal by weight. Scrap metal includes, but is not limited to, household appliances, some building materials and auto parts.

J. Scrap Tire: A tire that is no longer suitable for its originally intended purpose because of wear, damage or defect.

K. Self-Dumping Apparatus or Trailer: An apparatus or trailer that dumps by mechanical, battery operated or hydraulic means without the need to manually unload the solid waste and/or recyclables.

L. Self-Hauler: A resident or business that transports its own solid waste and/or recyclables.

M. Solid Waste: All putrescible and non-putrescible materials generated or originating from residential, commercial, or community activities that are discarded or rejected, whether (i) as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, (ii) as having served their intended use, or (iii) for any other reason. Solid waste does not include materials accepted for recycling or reuse or materials.

## **6. USE OF THE FACILITY**

A. Use. The Facility has been developed and is currently used as a "Transfer Station" and Lessee will use said Facility as a transfer station for the receipt of Solid Waste and Conventional Recyclables for transfer to the Caja del Rio Landfill or other facilities (Transfer Station), regional Material Recovery Facility (MRF), Green Waste area (GWA), Scrap Tire area (STA), Scrap Metal area (SMA), and a HHW collection center. The Facility shall accept solid waste and recyclables as follows:

(i) The Transfer Station shall accept solid waste from Passenger Vehicles and Self-haulers only. The Transfer Station shall not accept Solid Waste from Commercial Vehicles, Commercial Haulers, or from any vehicles that utilize Self-Dumping Apparatus, provided however that upon written agreement of the Parties, Commercial Vehicles, Commercial Haulers, and vehicles that utilize Self-Dumping Apparatus may be accepted by Lessee on a case-by-case basis.

(ii) The HHW collection center shall accept HHW from Passenger Vehicles only and in accordance with the Lessee's operating permit(s) for the Facility provided, however, that upon written agreement of the Parties, the HHW collection center may accept CESQG waste from Commercial Vehicles on a case-by-case if allowed by the Lessee's operating permit(s).

(iii) The Lessee shall accept from Passenger Vehicles and Commercial Vehicles Conventional Recyclables, Green Waste, Scrap Tires, and Scrap Metal at the MRF, GWA, STA and SMA, respectively.

(iv) All Commercial Vehicles delivering Solid Waste and Conventional Recyclables shall be directed to use of the Buckman Road entrance gate only, with the exception of Lessor-owned recycling collection vehicles which may utilize the Paseo de Vista entrance gate. All Passenger Vehicles shall have access to both the Buckman Road and Paseo de Vista entrance gates.

(v) Lessee shall accept waste at the Facility as provided in this Section 6 during the Term of this Lease Agreement unless: (i) the provisions for acceptance of waste are amended by written agreement of the Parties, or (ii) the acceptance of a specific type of waste would be in violation of the permit(s) for the Facility as described in Section 13.

B. Emergency Use. In the event that an emergency condition causes the Caja del Rio Landfill to be unable to accept solid waste for disposal, the Lessee may allow City of Santa Fe

and Santa Fe County Solid Waste collection vehicles to dispose of Solid Waste at the Transfer Station for subsequent transportation to another regional permitted landfill, provided that this paragraph shall not apply to temporary shutdowns necessitated by inclement weather conditions.

#### **7. HOURS OF OPERATION**

The Facility shall operate seven (7) days per week, excluding observed SFSWMA holidays, between the hours of 7:00 a.m. and 7:00 p.m. The Lessee may extend the hours of operation: (i) in cases of emergency, or (ii) to accommodate the operational requirements of the Facility with the prior written approval of Lessor.

#### **8. UTILITIES**

Lessee shall be solely responsible for, and shall promptly pay, all utility charges and fees of whatever kind and nature are required for the operation of the Facility, including without limitation, charges and fees for electrical service, natural gas, domestic and irrigation water, sanitary sewer, solid waste, telephone, cable television, internet and wireless services, and other utility services which may be incurred in connection with Lessee's use of the Facility.

#### **9. SIGNS**

Lessee shall not place, nor cause to be placed, nor knowingly allow the placement of, any sign on the Facility without the prior written consent of Lessor, with the exception of any signs in existence as of the Effective Date of this Lease Agreement, as well as any signs required by Title 20, Chapter 9 of the New Mexico Administrative Code (20.9.2 – 20.9.10 NMAC) and any signs that are used to direct traffic or identify general operating procedures and rules of the Facility. Upon the expiration of this Lease Agreement, at Lessor's request, Lessee shall, at Lessee's sole expense, remove any and all such signs and shall repair any damage to the Facility caused by the removal of such signs.

#### **10. ALTERATIONS AND IMPROVEMENTS**

A. Lessor's Permission Required. Lessee shall make no alterations, additions or improvements to the Facility, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

B. Ownership of Improvements. Any alterations, additions or improvements made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of Lessor upon the termination of this Lease Agreement, unless Lessee elects to remove them and restore the Facility to the condition existing prior to the installation of such fixtures, ordinary wear and use excepted.

C. Construction Permits. Lessee, at Lessee's sole expense, shall secure and maintain all relevant construction permits as required by law for any and all alterations, additions or improvements to the Facility made by Lessee.

#### **11. MAINTENANCE, REPAIRS AND REPLACEMENTS**

A. No Waste, Damage or Injury. Lessee shall not cause or permit any waste, damage or injury to the Facility or its contents. Lessee shall, at its sole expense keep and maintain the Facility and its contents in good condition and good working order (reasonable wear and tear excepted) and, shall undertake all necessary regular maintenance and required repairs and replacements related to the Facility and its contents.

B. Schedule of Maintenance, Repairs and Replacements. Maintenance, repairs and replacements undertaken by the Lessee shall be made promptly and when necessary. Repairs and replacements shall be of a quality of materials and workmanship equal to or superior to that originally existing in the Facility.

C. Repairs and Replacements Required as of the Effective Date. As of the Effective Date of this Lease Agreement the Parties acknowledge and agree that the following repairs and replacements to the Facility are required and that Lessee shall perform, or cause to be performed, the listed repairs or replacements within the Initial Term of this Lease Agreement as follows:

(i) Repair or replacement of the membrane roofing system of the Transfer Station building, the extent and performance of such repair or replacement to be in accordance with the recommendations of an assessment report prepared by a licensed consulting firm utilizing Registered Roof Observers (RRO) certified by the Roofing Consultants Institute (RCI) to be provided by the Lessee to the Lessor within sixty (60) days of the Effective Date of this Lease Agreement;

(ii) Repair or replacement of the roofing system of the Administration Building or provision of documentation to the Lessor by the Lessee that such roofing system has been repaired or replaced, and warranted, prior to the Effective Date of this Lease Agreement;

(iii) Repair of the wetlands-style wastewater treatment system or replacement with an alternate system, subject to New Mexico Environment Department approval;

(iv) Repair of the water line inside the Transfer Station building to an operational condition for daily operations;

The listing of specific required repairs and replacements in this Section 11.C does not relieve Lessee from the requirement to perform all other necessary regular maintenance and required repairs and replacements pursuant to this Section 11.

D. Lessee's Failure to Perform. Lessee's failure to promptly undertake any required maintenance, repairs, or replacements shall constitute a material breach of this Lease Agreement. In such instance, Lessor may elect, but shall not be required, to undertake any such maintenance, repairs and replacements and the costs thereof shall constitute and be collectible from the Lessee as additional Rent in the lease year that the costs are incurred.

## **12. LITTER AND PEST MANAGEMENT**

A. Litter Clean-up. Lessee shall, at Lessee's expense, collect and dispose of litter and debris from the roads immediately adjacent to the Facility including Buckman Road, Paseo de Vistas, and Rincon de Torreon. Lessee's obligations pursuant to this Section 12 shall include weekly inspections of the roads surrounding the Facility and collection and disposal of litter and debris from the roads surrounding the Facility a minimum of four (4) times per month.

B. Pest Management. Lessee shall at all times remain in compliance with the City of Santa Fe's Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

## **13. OPERATING AND ENVIRONMENTAL PERMITS**

Lessee shall maintain, at Lessee's sole expense, any and all appropriate operating and environmental permits for the Facility including, but not limited to State of New Mexico Solid Waste Permit(s) and National Pollutant Discharge Elimination System (NPDES) permit(s).

Lessee shall, within ten (10) days of Lessee's receipt of a written request from Lessor, provide to Lessor copies of any notices of violation(s) related to, or resulting from, any operating and environmental permits, or lack thereof, for the Facility.

#### **14. HAZARDOUS WASTE**

Regulated hazardous waste (Hazardous Waste) is defined as those materials defined as such by the federal Resource Conservation and Recovery Act (RCRA). The presence of Hazardous Waste at the Facility shall be subject to the following conditions:

A. Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that Hazardous Waste has come to be located in, on, under, above, or about the Facility, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Waste.

B. Lessee Remediation and Indemnification. Lessee shall not cause or permit any Hazardous Waste to be spilled or released in, on, under or about the Facility and shall promptly, at Lessee's expense, take all investigatory and/or remedial action required by governmental entities having jurisdiction over Hazardous Waste for the cleanup of any resulting contamination, including, but not limited to, the maintenance, security and/or monitoring of the Facility or neighboring properties, that was (i) caused or materially contributed to by Lessee, or (ii) pertained to or involved Hazardous Waste brought onto the Facility during the Term of this Lease Agreement, by or for Lessee, or any third party.

C. Investigations and Remediation. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Waste at the Facility prior to the Lessee's first use of the Facility, unless (i) such remediation measure is required as a result of the Lessee's use (including alterations) of the Facility and (ii) Lessee knew, or reasonably should have known, that its actions would necessitate the remediation measures, in which event Lessee shall be responsible for such remediation measures.

#### **15. INSURANCE**

A. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, commercial general liability insurance covering bodily injury, personal and advertising injury, property damage, and broad contractual liability, in a form and with an insurance company acceptable to the Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from the Lessee's use of the Facility. Such policy shall be endorsed (a) to name the City of Santa Fe, its officials, agents and employees as additional insured, and (b) to state that the coverages provided are primary for all claims, losses or suits arising from Lessee's use or occupancy of the Facility or operations performed by Lessee and/or its agents thereon, and any insurance or self-insurance carried by Lessor shall not be required to contribute therewith.

Prior to the Effective Date of this Lease Agreement and thereafter throughout the Term when requested by the Lessor, Lessee shall provide Lessor with certificates of insurance evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to

give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

B. Worker's Compensation Insurance. Lessee shall also obtain and maintain workers' compensation insurance, as required by laws of the State of New Mexico, to provide coverage for Lessee's employees throughout the Term of this Lease Agreement. Lessee shall provide the Lessor with a certificate of insurance evidencing its compliance with such requirement prior to performing services under this Lease Agreement. The Workers' Compensation policy shall be endorsed to provide a Waiver of Subrogation in favor of Lessor.

C. Business Automobile Insurance. Lessee shall maintain business automobile coverage for bodily injury and property damage for all owned, non-owned and hired automobiles. Unless provided by the Pollution Liability coverage described below, such policy shall insure against the discharge, dispersal, seepage, migration, release or escape of pollutants and/or contaminants contained in or upon automobiles used by or on behalf of Lessee in its operations.

D. Pollution Liability. Lessee shall maintain pollution liability coverage that includes, but is not limited to coverage 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 the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, in connection with, or resulting from (a) any operations, use, occupancy or performance of services by Lessee under this Lease Agreement, and (b) any transportation of Hazardous Waste or contaminants.

## **16. ACCESS TO THE FACILITY**

At all reasonable times during the Term of this Lease Agreement, Lessor, or its duly authorized representatives, shall have the right to enter upon the Facility and to make any such inspections of the Facility as the Lessor deems necessary, including but not limited to inspections by Lessor to determine Lessee's compliance with Section 11 of this Lease Agreement. In no event shall the Lessee impair or interfere with Lessor's reasonable access to the Facility.

## **17. NOTICE**

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable Party at the address indicated below for such Party, or at such other address as may be designated by either party in a written notice to the other Party:

### To Lessor

Director  
Environmental Services Division  
City of Santa Fe  
P. O. Box 909  
Santa Fe, NM 87504-0909

### To Lessee

Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506

## **18. EXCULPATORY CLAUSE**

To the extent allowed by law, Lessor shall not be liable for, and Lessee agrees to defend, indemnify and hold harmless the Lessor against, any and all claims, including claims for negligence, for injury or damage to persons or property occurring within the Facility arising out

of (i) a physical condition in the Facility existing prior to the Effective Date of this Lease Agreement if caused by some action or inaction of Lessee, including a failure of Lessee to properly maintain and repair the Facility, or (ii) a physical condition in the Facility that Lessee knows of, or reasonably should have known of, unless such injury or damage is caused by some action of Lessor, its agents, servants or employees after the Effective Date of this Lease Agreement.

#### **19. NO THIRD PARTY BENEFICIARIES**

This Lease Agreement does not create in the public or any member thereof, a third party beneficiary or authorize anyone not a party to this Lease Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Lease Agreement.

#### **20. NEW MEXICO TORT CLAIMS ACT**

By entering into this Lease Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's act or omission in connection with this Lease Agreement. Any liability incurred in connection with this Lease 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. This paragraph is intended only to define the liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision of this Lease Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

#### **21. SEVERABILITY**

In the event that any one or more of the provisions of this Lease Agreement or any application thereof shall be determined by a court of law to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Lease Agreement and any other application thereof shall not in any way be affected or impaired thereby.

#### **22. APPLICABLE LAW**

This Lease Agreement shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico.

#### **23. ASSIGNMENT AND TRANSFER**

Lessor shall have the right to transfer and assign, in whole or in part, its rights and obligations under this Lease Agreement and in the Facility. Lessee shall not assign this Lease Agreement or sublet all or any part of the Facility without the prior written consent of the Lessor.

#### **24. NO WAIVER**

No waiver of a breach of any of the covenants contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

#### **25. ENTIRE AGREEMENT**

The foregoing constitutes the entire agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interest as well as all of their

duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

**26. RECORDING**

This Lease Agreement shall be recorded in its entirety.

**27. BINDING EFFECT**

This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and is specifically enforceable.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]  
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SEC CLERK RECORDED 03/07/2015



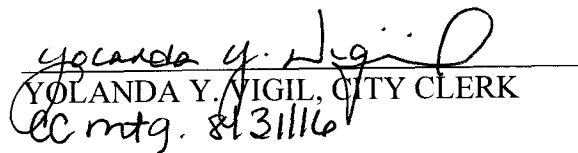
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this  
31<sup>ST</sup> day of AUGUST, 2016.

**LESSOR:**

CITY OF SANTA FE

  
JAVIER M. GONZALES, MAYOR

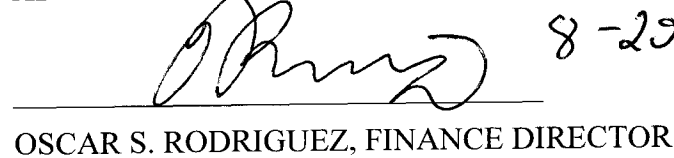
**ATTEST:**

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 8/31/16

**APPROVED AS TO FORM:**

  
KELLY A. BRENNAN, CITY ATTORNEY

**APPROVED:**

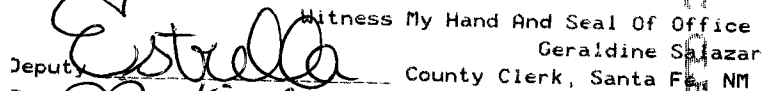
  
OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item: 51250.401200

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

AGREEMENT (COUNTY) NC  
PAGES: 11

I Hereby Certify That This Instrument Was Filed for  
Record On The 7TH Day Of September, 2016 at 08:55:00 AM  
And Was Duly Recorded as Instrument # **1803739**  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy  Geraldine Salazar  
County Clerk, Santa Fe, NM



REC'D CLERK RECORDED 88/87/2016

**LESSEE:**

SANTA FE SOLID WASTE MGMT. AGENCY

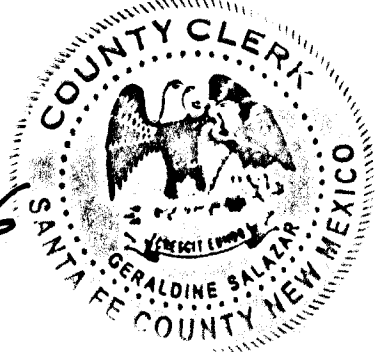
  
KATHY HOLIAN, CHAIRPERSON

**ATTEST:**

  
GERALDINE SALAZAR, COUNTY CLERK

**APPROVED AS TO FORM:**

  
NANCY R. LONG, SFSWMA ATTORNEY







# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

[www.santafenm.gov](http://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](mailto:purchasing_det@santafenm.gov) to obtain the necessary CPO determinations for your procurement needs.

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

## **The following are General Services:**

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

**General Services (continued):**

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

**General Services (continued):**

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

**The following are Professional Services:**

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

**Professional Services (Continued):**

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

**Professional Services (Continued):**

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

**The following are Construction Services:**

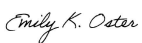
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent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

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025



**Signature:** Terry Lease  
Terry Lease (Jun 4, 2026 14:34:20 MDT)  
**Email:** tjlease@santafenm.gov

**Signature:**   
ANDREA PHILLIPS (Jun 5, 2026 12:17:31 MDT)  
**Email:** akphillips@santafenm.gov



**Michael J. Garcia, Mayor**

## Memo

**Date:** June 5, 2026

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

**Via:** Brian Moya, Interim City Manager   
BM

Sam Burnett, Interim Public Works Director   
JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager   
YVONNE SWENSON

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

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

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

**Munis Vendor Number:** 7890

### ACTION:

Request for Approval of Amendment No. 1 to Professional Services Contract #26-0125 with Kiwanis Club of Santa Fe to Increase the Compensation by \$51,179.80 for a New Total Contract Amount of \$936,686.44 over Four Years with No Corresponding Change to the Term of the Agreement. (Melissa McDonald, Parks and Open Space Director: [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov))

### Committee Review

Public Works and Utilities Committee: June 15, 2026

Finance Committee: June 22, 2026

Governing Body: June 24, 2026

### 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

**CONTRACT NUMBER:**

The FY27 MUNIS contract number is 3260371.

**BACKGROUND AND SUMMARY:**

The Kiwanis Club of Santa Fe first responded to the RFP for event management services for the City of Santa Fe's Fourth of July Celebrations in January of 2025. (RFP # 25074). In 2026, the original venue, Santa Fe Place Mall, became unavailable and General Franklin E Miles Park was chosen as the new site. This venue change has caused additional costs—most notably for additional portable toilets, additional security, temporary fencing and light towers.

In addition, the originally envisioned show has been expanded for the 250<sup>th</sup> anniversary of the Declaration of Independence. The State of New Mexico and Santa Fe County have pledged additional funds to pay for the enhanced semiquincentennial celebration.

|                                   | Cost          | NMGRT        | Total w/ NMGRT |
|-----------------------------------|---------------|--------------|----------------|
| Current Need                      | \$ 307,307.82 | \$ 25,160.83 | \$ 332,468.65  |
| Original Hybrid Show per Contract | \$ 179,123.14 | \$ 14,665.71 | \$ 193,788.85  |
| Increase                          | \$ 128,184.68 | \$ 10,495.12 | \$ 138,679.80  |
| County Contribution               | -50000        |              | -50000         |
| State Contribution                | -37500        |              | -37500         |
|                                   | \$ 40,684.68  |              | \$ 51,179.80   |

**FUNDING SOURCES:**

**City of Santa Fe Fund Name/Number:** Lodgers' Tax Fund / 213

**Munis Org Name/Number:** Visit Santa Fe Admin / 2130521

**Munis Object Name/Number:** Other Consulting / 510340

**City of Santa Fe Fund Name/Number:** General Fund/ 100

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

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

**Santa Fe County has pledged \$50,000**

**The State of New Mexico has pledged \$37,500**

Budget Officer/ Designee: Andy Hopkins Date: 06/08/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

Chief Procurement Officer/ Designee:  Date: 06/10/2026

Chief Procurement Officer Comment/Exceptions: RFP

**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 ERIKA LUJAN  
ERIKA LUJAN (Jun 10, 2026 07:58:22 MDT) 06/10/2026

Additional Funding from Santa Fe County, State of New Mexico

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: TBD

**ATTACHMENTS:**

Amendment No. 1 to Contract #3260371

Fourth of July Cost Increase Request and Justification Worksheet

Original contract packet



CITY OF SANTA FE

**CITY OF SANTA FE  
AMENDMENT No. 1 TO**

**Contract # 3260371**

**Original City Clerk Item Number: 26-0125**

**Kiwanis Club 4th of July Event Management**

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 04/07/2026 (the "Contract"), between the City of Santa Fe (the "City") and Kiwanis Club of Santa Fe. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**I. RECITALS**

- A. Under the terms of the Contract, Contractor has agreed to provide the City with Kiwanis Club 4th of July Event Management.
- B. Pursuant to the Amendment Article 14 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:

**II. COMPENSATION**

Compensation - Article 3, paragraph A.2., **Hybrid Show**, of the Contract is amended to increase the amount of annual compensation one time from (One hundred seventy-nine thousand one hundred twenty-three dollars and fourteen cents) \$179,123.14 to (Two hundred nineteen thousand eight hundred seven dollars and eighty-two cents) \$219,807.82, This represents an increase of (Forty thousand six hundred eight-four dollars and sixty-eight cents.) \$40,684.68 before New Mexico Gross Receipts Tax.

Article 3, paragraph B reads in its entirety as follows:

B. Payment. The total compensation under this Agreement shall not exceed (Eight hundred fifty-nine thousand one hundred seventy-seven dollars and twenty-four cents) \$859,177.24 excluding New Mexico gross receipts tax (NMGRT). The NMGRT payable to the Contractor shall not exceed (Seventy-eight thousand four hundred eighty-three dollars and fifty-one cents) \$77,509.20. The total compensation under this contract payable to the Contractor including NMGRT shall not exceed (Nine hundred thirty-six thousand six hundred eighty-six dollars and forty-four cents) \$936,686.44. 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.

### III. 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.

|                                                                                                                                                                                           |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>To the City:</u></b><br/> Chief Procurement Officer<br/> <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a><br/> PO Box 909<br/> Santa Fe, NM 87504-0909</p> | <p>Parks, Trails, &amp; Watershed<br/> <a href="mailto:klkincade@santafenm.gov">klkincade@santafenm.gov</a><br/> 1142-C Siler Road<br/> Santa Fe, NM 87505<br/> <a href="mailto:klkincade@santafenm.gov">klkincade@santafenm.gov</a><br/> (505) 637-2112</p> | <p><b><u>To the Contractor:</u></b><br/> Kiwanis Club of Santa Fe<br/> Raymond Sandoval<br/> PO Box 622<br/> Santa Fe, NM 87504<br/> <a href="mailto:burnhim@burnzozobra.com">burnhim@burnzozobra.com</a><br/> N/A</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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.

**[The rest of this page is left intentionally blank.]**

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:

CONTRACTOR:

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

  
\_\_\_\_\_  
RAY SANDOVAL, 4<sup>th</sup> OF JULY CHAIRMAN

DATE: \_\_\_\_\_

DATE: Jun 4, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

  
Ruby Crews (Jun 4, 2026 15:33:30 MDT) Jun 4, 2026  
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
ANDREA PHILLIPS (Jun 10, 2026 10:17:45 MDT)  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

## KIWANIS CLUB OF SANTA FE

Fourth of July 2026 — America's 250th Semiquincentennial Celebration P.O. Box 622, Santa Fe,  
NM 87504

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May 27, 2026

**Kat**

**Melissa**

**Randy**

City of Santa Fe — Tourism Santa Fe

**Re: Request for \$51,179.80 Contract Amendment (incl. NMGR) — 2026 Fourth of July Celebration  
(Venue Relocation from Santa Fe Place to Franklin E. Miles Park)**

Dear Kat, Melissa, and Randy:

On behalf of the Kiwanis Club of Santa Fe, I am writing to formally request a contract amendment for the 2026 Fourth of July Celebration in the amount of \$40,684.68 before NMGR, or \$51,179.80 inclusive of New Mexico Gross Receipts Tax. I want to be clear at the outset that this request is not for additional fireworks or drone show costs; rather, it is to cover unforeseen infrastructure and safety expenses that have arisen exclusively as a result of the venue relocation from Santa Fe Place to Franklin E. Miles Park.

#### IV. Background and Justification

When the original Request for Proposal was issued and our contract for \$179,000 was approved by Council, the event was planned for Santa Fe Place. We did not receive notice from the property owner of their intention to construct a hotel on the site until February of this year. There was no way to anticipate the venue change at the time the RFP was developed or when our budget was finalized. The relocation to Franklin E. Miles Park — while ultimately the right decision for the community — has introduced infrastructure requirements that simply did not exist at the original location.

The new costs driving this request fall into four categories:

1. **Additional porta-potties** requested by the State of New Mexico as a condition of our use of their parking facilities adjacent to Franklin E. Miles Park.
2. **Additional security** identified through direct conversations with neighbors surrounding the new venue, to address concerns specific to the residential character of the area.
3. **Temporary orange fencing** to safeguard the State's landscaping and, equally important, to prevent attendees from climbing onto the adobe wall that runs almost the entire length of Camino Carlos Rey from Cerrillos to Siringo. This is a meaningful pedestrian-safety and property-protection concern that did not exist at Santa Fe Place.



4. **Light towers** required to safely illuminate the expanded footprint and parking egress areas at the new venue.

## **V. Funding Already Secured**

I want to underscore that we have actively pursued outside funding to mitigate the impact on the City. We are very appreciative to report that Santa Fe County has contributed \$50,000 and the Governor's Office has contributed \$37,500 toward this year's event. To our knowledge, this is the first time either the State or the County has provided financial support for the City's Fourth of July Celebration, and we are deeply grateful for both contributions.

Even with these new funding sources, and after working aggressive discounts with all of our vendors, the venue relocation has left us with a remaining deficit of \$40,684.68 before tax, or \$51,179.80 inclusive of NMGR. Tourism Santa Fe has the ability to provide that additional funding, but we will need a formal amendment to our existing contract to access it.

## **VI. Time Sensitivity**

This request is time-sensitive. If we are able to place deposits now — particularly on porta-potty inventory — we lock in pricing at the current rate. Once fire season is fully underway, vendors will be pulling porta-potty inventory from Ruidoso and other active fire areas, and any combination of inventory scarcity and rising fuel costs will drive premiums significantly higher. Acting now protects both the event budget and the City's investment.

## **VII. Summary of Funding and Remaining Gap**

The complete line-item budget — comparing the original Council-approved RFP figures against the revised Franklin E. Miles Park figures, the confirmed outside funding, and the resulting amendment reconciliation inclusive of NMGR — is presented in the chart on the following page.

Attached for your review are the new line items detailing each cost category, the amounts requested, and the vendor information associated with each.

We respectfully request that Tourism Santa Fe process this \$51,179.80 amendment (inclusive of NMGR) as expeditiously as possible so that we can finalize vendor commitments and continue our work to deliver a safe, well-resourced, and memorable celebration of America's 250th Semiquincentennial for the people of Santa Fe.

Thank you for your continued partnership and for the support Tourism Santa Fe has shown to this event over the years. Please do not hesitate to contact me directly at (206) 719-9652 or [burnhim@burnzobra.com](mailto:burnhim@burnzobra.com) with any questions or to discuss the attached line items in greater detail.

Respectfully,

**Raymond G. Sandoval, Esq.**  
Fourth of July Event Coordinator

Kiwanis Club of Santa Fe  
City of Santa Fe Fourth of July Celebration

**Attachment:** New Line Items — Venue Relocation Costs (Franklin E. Miles Park) **cc:** Robert Clifford, President, Kiwanis Club of Santa Fe

**2026 FOURTH OF JULY CELEBRATION — RFP vs REVISED BUDGET**

Side-by-side line item comparison • City of Santa Fe • Franklin E. Miles Park • July 4, 2026

| #                  | Line Item                                                                | RFP Amount          | Revised Amount      | Justification / Notes                                                                                                                           |
|--------------------|--------------------------------------------------------------------------|---------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                  | Event Management Fee — plan & coordination                               | \$20,000.00         | \$20,000.00         | No change from RFP                                                                                                                              |
| 2                  | Sound & Lighting Services (audio/visual)                                 | \$16,337.50         | \$22,630.07         | RFP \$16,337.50 + \$3,743.29 (additional crew, personnel cost increases) + \$2,549.28 (additional fuel for light towers) = \$22,630.07          |
| 3                  | Staging & Site Infrastructure (stages, fencing, barricades, venue setup) | \$3,850.00          | \$7,989.58          | RFP \$3,850.00 + \$4,139.58 (fencing, barricades, staging, venue setup; park has no existing event infrastructure unlike the Mall) = \$7,989.58 |
| 4                  | Safety Services — safety personnel & equipment                           | \$12,211.66         | \$27,440.15         | RFP \$12,211.66 + \$15,228.49 (additional security for surrounding neighborhoods, requested by City leadership) = \$27,440.15                   |
| 5                  | Public Facilities — portable toilets, handwash stations                  | \$4,910.11          | \$10,049.69         | RFP \$4,910.11 + \$5,139.58 (port-apotties; delivery, hauling, and insurance required since park has no existing infrastructure) = \$10,049.69  |
| 6                  | Entertainment Services — music, DJs, performers                          | \$1,910.24          | \$1,910.24          | No change from RFP                                                                                                                              |
| 7                  | Display Shows — Fireworks                                                | \$18,500.00         | \$44,008.76         | RFP \$35,000.00 + \$9,008.76 (tariffs paid by contractor at point of purchase from China; reimbursement contractually obligated) = \$44,008.76  |
| 8                  | Display Shows — Drone                                                    | \$100,000.00        | \$144,000.00        | No change from RFP (drone option selected at \$144,000)                                                                                         |
| 9                  | Drone Pyro — added scope (City leadership request)                       | \$0.00              | \$22,500.00         | Pyrotechnics on drones, added to scope at COVERED BY COUNTY                                                                                     |
| 10                 | Neighborhood Credential WebBased Pass System (one-time)                  | \$0.00              | \$5,279.33          | Additional one-time expense for the credential pass system; will not recur in future years                                                      |
| 11                 | Advertising — marketing & promotion                                      | \$1,000.00          | \$1,000.00          | No change from RFP                                                                                                                              |
| 12                 | Additional / Miscellaneous                                               | \$850.00            | \$500.00            | No change from RFP                                                                                                                              |
| 13                 | Labor (man-hours)                                                        | \$0.00              | \$0.00              | Embedded in contractor costs                                                                                                                    |
| 14                 | Overhead                                                                 | \$0.00              | \$0.00              | Embedded in contractor costs                                                                                                                    |
| <b>GRAND TOTAL</b> |                                                                          | <b>\$179,123.14</b> | <b>\$307,307.82</b> | RFP total per Council-approved contract of record (\$179,123.14)                                                                                |

| CONFIRMED FUNDING              |                                            |  |                     |  |
|--------------------------------|--------------------------------------------|--|---------------------|--|
| F1                             | Tourism Santa Fe                           |  | \$114,000.00        |  |
| F2                             | Parks                                      |  | \$106,000.00        |  |
| F3                             | Santa Fe County (secured by Randy)         |  | \$50,000.00         |  |
| F4                             | State / Governor's Office (secured by Ray) |  | \$37,500.00         |  |
| <b>TOTAL CONFIRMED FUNDING</b> |                                            |  | <b>\$307,500.00</b> |  |

| CONTRACT AMENDMENT REQUESTED — TOURISM SANTA FE |                     |                    |                     |
|-------------------------------------------------|---------------------|--------------------|---------------------|
| <i>NMGRT @ 8.4375%</i>                          | Amount              | NMGRT              | Total w/ NMGRT      |
| Current need                                    | \$307,307.82        | \$25,160.83        | \$332,468.65        |
| Original Hybrid Show contract                   | \$179,123.14        | \$14,665.71        | \$193,788.85        |
| <b>Difference (additional need)</b>             | <b>\$128,184.68</b> | <b>\$10,495.12</b> | <b>\$138,679.80</b> |
| Less: Santa Fe County                           | (\$50,000.00)       |                    | (\$50,000.00)       |
| Less: State / Governor's Office                 | (\$37,500.00)       |                    | (\$37,500.00)       |
| <b>NET AMENDMENT REQUESTED</b>                  | <b>\$40,684.68</b>  |                    | <b>\$51,179.80</b>  |

# Fourth of July Memo, amndmt and Justification, Kiwanis sig

Final Audit Report

2026-06-08

|                              |                                                                           |
|------------------------------|---------------------------------------------------------------------------|
| Created:                     | 2026-06-05                                                                |
| By:                          | KATHERINE KINCADE (klkincade@santafenm.gov)                               |
| Status:                      | Approved                                                                  |
| Transaction ID:              | CBJCHBCAABAHO3nkkAcu6GrDZSJBZiXaakksC0-fWZC                               |
| Documents:                   | Fourth of July Memo, amndmt and Justification, Kiwanis sig.pdf (10 pages) |
| Number of Documents:         | 1                                                                         |
| Document page count:         | 10                                                                        |
| Number of supporting files:  | 0                                                                         |
| Supporting files page count: | 0                                                                         |

## "Fourth of July Memo, amndmt and Justification, Kiwanis sig" History

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 Agreement completed.

2026-06-08 - 1:32:44 PM GMT

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

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

**RECITALS**

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

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

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

**1. Coordination with City Departments and Stakeholders**

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

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

## **2. Event Planning and Execution**

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

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

## **3. Marketing and Promotion**

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

## **4. Sponsorship and Fundraising**

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

## **5. Budget Management**

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

### **○ City Service Contributions**

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



## **2. Standard of Performance; Licenses**

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

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

## **3. Compensation**

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

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

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

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

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



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

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

#### **4. Term**

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

#### **5. Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

## **6. Appropriations**

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

## **7. Status of Contractor**

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

## **8. Assignment**

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

## **9. Subcontracting**

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

## **10. Release**

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

## **11. Confidentiality**

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

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

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

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

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

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

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

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

#### **14. Amendment**

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

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

#### **15. Entire Agreement.**

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

#### **16. Merger**

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

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

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



### **17. Penalties for violation of law**

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

### **18. Equal Opportunity Compliance**

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

### **19. Applicable Law**

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

### **20. Workers Compensation**

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

### **21. Professional Liability Insurance**

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

### **22. Other Insurance**

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

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

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

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

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

### **23. Records and Financial Audit**

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

### **24. Indemnification**

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

### **25. New Mexico Tort Claims Act**

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

### **26. Invalid Term or Condition**

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

### **27. Enforcement of Contract**

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

## **28. Notices**

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

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

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

## **29. Authority**

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

## **30. Non-Collusion**

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

## **31. Default/Breach**

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

## **32. Equitable Remedies**

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

## **33. Default and Force Majeure**

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

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

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

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

CITY OF SANTA FE:



MICHAEL GARCIA, MAYOR

CONTRACTOR:



RAY SANDOVAL, 4<sup>TH</sup> OF JULY CHAIRMAN

DATE: Mar 3, 2026

NMBTIN#: \_\_\_\_\_

ATTEST:



CITY CLERK

GB MTG 04/07/2026

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Mar 3, 2026 21:56:51 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR





**Michael J. Garcia, Mayor**

## Purchasing Memo

**Date:** March 13, 2026

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

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

Carol Swenson, Public Works Business Operations Manager *CS*

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

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

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

**Munis Vendor Number:** 7890

### **ACTION:**

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

### **Committee Review**

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

### **CONTRACT NUMBER:**

The Munis contract number is 3260371

### **BACKGROUND AND SUMMARY:**

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

### **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

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

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

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

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

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

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

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

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

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

**Chief Procurement Officer (CPO)/Designee:** JorAnn Lovato Montano **Date:** 03/23/2026

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

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

Approval: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

#### ATTACHMENTS:

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

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

**REQUEST FOR PROPOSALS (RFP)**

**Event Planning and Marketing**



**RFP# 25074**

Proposals are due on: February 5, 2025

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

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| <b>ATTACHMENT H – REFERENCE LIST .....</b>                      | <b>17</b> |
| <b>ATTACHMENT I – CLARIFICATION PHASE GUIDE.....</b>            | <b>18</b> |
| <b>ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE .....</b> | <b>21</b> |
| <b>ATTACHMENT K - DRAFT CONTRACT .....</b>                      | <b>22</b> |

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

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

## **B. BACKGROUND INFORMATION**

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

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

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

## **C. SCOPE OF PROCUREMENT**

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

### **1. Coordination with City Departments and Stakeholders**

Coordinate with relevant City departments, including but not limited to Police, Fire, Security, Communications, Parks, Special Events Permits, Land Use, and other necessary divisions. Additionally, collaborate with commercial sites, local businesses, and other stakeholders to ensure seamless operations and safety for each event. Conduct at least one Early Neighborhood Notification (ENN) meeting per event to engage with neighborhood and community groups, addressing concerns and communicating event details.

### **2. Event Planning and Execution**

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

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.



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

**3. Marketing and Promotion**

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

**4. Sponsorship and Fundraising**

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

**5. Budget Management**

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

**6. City Service Contributions**

Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. Typical estimates per event include:

- Police: 90 hours
- Fire Department: 90 hours
- Parks Department: 60 hours
- Solid Waste: 4 hours
- Streets Department: 10 hours
- Land Use/Enforcement: 16 hours
- Community Engagement: 8 hours

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

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

## **B. PROCUREMENT MANAGER**

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

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



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

Procurement Manager: [pmlujan@santafenm.gov](mailto:pmlujan@santafenm.gov)

Central Purchasing Division: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov)

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

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

## C. PROPOSAL SUBMISSION

***Submissions of all proposals must be accomplished via upload:***

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

## D. DEFINITION OF TERMINOLOGY

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



## E. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

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

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

### B. EXPLANATION OF EVENTS

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

The City reserves the right to:



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

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

### 1. Issue RFP

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

### 2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams. [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDZDNiZDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDZDNiZDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d)

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

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

### 3. Deadline for Written Questions

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

### 4. Responses to Written Questions

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

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

### 5. Proposals Due Date

Only **electronic** proposal submission is allowed.



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

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

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

## **6. Interviews**

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

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

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

## **8. First Clarification Meeting**

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

## **9. Final Clarification Meeting**

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

## **10. Best and Final Offers**

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

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

### **11. Governing Body Approval**

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

### **12. Contract Awards**

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

### **13. Protest Deadline**

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

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

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

### **14. Finalize Contractual Agreements**

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



## C. GENERAL REQUIREMENTS



GENERAL  
REQUIREMENTS.doc

## III. RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF RESPONSES

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

### B. NUMBER OF COPIES

#### 1. ELECTRONIC SUBMISSION ONLY

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

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

**ELECTRONIC proposal submissions must be fully submitted on:**

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

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

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

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

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

## IV. EVALUATION

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

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

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

## ***Description of Evaluation***

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

- a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.
- c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.
- d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).
  - i. Purpose of PC Submittal
    - i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
    - ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
  - ii. PC Submittal Format Requirements
    - i. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
    - ii. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
    - iii. Failure to comply with any of the PC format requirements may result in disqualification.
    - iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
    - v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.
  - iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the



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

- iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).
- v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews - The offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.
- f) Local Preferences  
Percentages will be determined based upon the point-based system outlined below.

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

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

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

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

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

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

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

There are two revenue controls in the BVA including:

- a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

***Clarification***

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

***Award***

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

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.
- b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

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

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

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

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

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

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

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

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

RFP# 25074

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
FED ID#

\_\_\_\_\_  
City and Country

\_\_\_\_\_  
NMBTIN#

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

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

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

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

- \_\_\_\_ No subcontractors will be used in the performance of any resultant contract, OR  
\_\_\_\_ The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_

(Attach extra sheets, as needed)

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

---

(Attach extra sheets, as needed)

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

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

\_\_\_\_\_, 20\_\_\_\_  
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)



## ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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



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

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

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

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

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

**Name(s) of Applicable Public Official(s) if any:**

Mayor Alan Webber  
Councilor Signe Lindell, Pro-tem  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Lee Garcia  
Councilor Christopher Rivera  
Councilor Amanda Chavez  
Councilor Jaime Cassutt

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_



Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

#### **ATTACHMENT C - CONFLICT OF INTEREST STATEMENT**

*Complete, sign and return with your proposal.*

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

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

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

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

the City may terminate the contract for default.

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

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

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

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

Company Name: \_\_\_\_\_

Authorized Representative/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## ATTACHMENT D - NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

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

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT E – KEY PERSONNEL LEAD FORM**

**Offeror Key Personnel Lead:**

\_\_\_\_\_

**ATTACHMENT F - PROJECT COST PROPOSAL FORM**

**Total Management Cost for Project:**

\_\_\_\_\_

\_\_\_\_\_

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

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

**Total Cost:** \_\_\_\_\_

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

**Total Cost \$**

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

**Total Cost \$**

## ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

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

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

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

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

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

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

| <b>Additional Project Performance Criteria</b> | <b>Offerors's Project Performance</b> | <b>Ref #</b> |
|------------------------------------------------|---------------------------------------|--------------|
|                                                |                                       |              |
|                                                |                                       |              |
|                                                |                                       |              |

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

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

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

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



## ATTACHMENT H – REFERENCE LIST

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

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

## **ATTACHMENT I – CLARIFICATION PHASE GUIDE**

### **1. OVERVIEW**

- a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Vendor(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the vendor provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).
- b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any vendor price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the vendor based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Monthly Risk Report to mitigate risk.
- c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.
- d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:
  - i. Proposed detailed plan from beginning to end.
  - ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
  - iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
  - iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
  - v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
  - vi. A Monthly Risk Reporting System (MRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a Monthly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

### **2. PRE-PLANNING AND COORDINATION**

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

### **3. CLARIFICATION DOCUMENT**

The final Clarification Document will include the following:

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

### **4. FINAL CLARIFICATION MEETING**

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

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

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

## **ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE**

### **Overview**

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

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

### **Submission**

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

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

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

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

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

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

## **ATTACHMENT K - DRAFT CONTRACT**

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

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

**From:** [LUJAN, PHILLIP M.](#)  
**To:** [LOVATO, JOANN D.](#)  
**Cc:** [MCDONALD, MELISSA A.](#)  
**Subject:** FW: Horizons Inquiry  
**Date:** Wednesday, November 6, 2024 8:51:41 AM  
**Attachments:** [image001.png](#)  
[image001.png](#)

---

JoAnn,

This is the Horizons Declination for the RFP file.

*Phillip M. Lujan*

Parks Administrative Manager  
505-690-5771

---

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

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

Good morning Phillip,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman  
Executive Director

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

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

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

Hello Matt,

SOP from Parks for consideration: Comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, [4250 Cerrillos Road, Santa Fe, NM, 87507](#). The following tasks are required: Coordination with City Departments and Stakeholders, Event Planning and Execution, Marketing and Promotion, Sponsorship and Fundraising, & Budget Management.

*Phillip M. Lujan*

Parks Administrative Manager  
City of Santa Fe  
Parks and Open Space Division  
505-955-2102 (office)  
505-690-5771 (cell)





**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [LUDAN, PHILLIP M.](#)  
**Cc:** [LOVATO, JOANN D.](#); [MCDONALD, MELISSA A.](#); [Joseph kashiwagi](#); [SANCHEZ, KATHY S.](#); [Jacob Kashiwagi](#); [GABALDON, RACHEL D.](#)  
**Subject:** Re: 4th of July RFP - Next Steps  
**Date:** Tuesday, November 5, 2024 2:24:35 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image001.png](#)  
[image002.png](#)

Hi, this is professional.

Thank you.

Regards,

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

505-629-8351

[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

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



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

From: MCDONALD, MELISSA A.  
Sent: Friday, October 18, 2024 12:18 PM  
To: DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
Cc: LUJAN, PHILLIP M. <[pm\\_lujan@santafenm.gov](mailto:pm_lujan@santafenm.gov)>  
Subject: RFP for Kiwanis Club of Santa Fe

Hi Travis,

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

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

#### Scope of Work

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

##### 1. Coordination with City Departments and Stakeholders

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

##### 1. Event Planning and Execution

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

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

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

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

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

#### 1. Marketing and Promotion

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

#### 1. Sponsorship and Fundraising

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

#### 1. Budget Management

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

Thank you,  
Melissa

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



## City of Santa Fe

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

## BUSINESS REGISTRATION

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

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

**CRS Number:** 03226802005

**Owner:**

**License Number:** 241866

**License Type:** Business License - Renewable

**Issued Date:** November 26, 2025

**Classification:** Business Registration - Standard

**Expiration Date:** November 26, 2026

**Fees Paid:** \$35.00

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

THE KIWANIS CLUB OF SANTA FE NM

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2026

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

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

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

**COVERAGES**

CERTIFICATE NUMBER: 731782681

REVISION NUMBER:

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

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

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

July 2nd-July 5th, 2026, or any future date(s) during the policy term.

Fourth of July 2026

Located @ City of Santa Fe (Franklin Miles Park)

Kiwanis Club of Santa Fe K00479

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  
200 Lincoln Avenue  
Santa Fe NM 87501

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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## ADDITIONAL REMARKS SCHEDULE

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

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

## ENDORSEMENT

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

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

#### COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

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

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

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

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

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

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



**Authorized Representative**



## ENDORSEMENT

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

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

## WAIVER OF SUBROGATION (BLANKET)

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

All other terms and conditions remain unchanged.



\_\_\_\_\_  
Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT

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

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

### PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

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

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



---

Authorized Representative OR  
Countersignature (In states where applicable)

# GB-400-RFP-Fourth\_of\_July\_Memo,\_Amndmt\_and\_Justification,\_Kiwanis,\_PW,\_CM\_sigs

Final Audit Report

2026-06-10

|                              |                                                                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Created:                     | 2026-06-08                                                                                                                                                  |
| By:                          | ALYSSA PEREZ (aeperez@santafenm.gov)                                                                                                                        |
| Status:                      | Signed                                                                                                                                                      |
| Transaction ID:              | CBJCHBCAABAAFTIm5f7V7xM9GMUVuz9ORiT9pkvN_Qrx                                                                                                                |
| Documents:                   | Fourth_of_July_Memo,_Amndmt_and_Justification,_Kiwanis,_PW,_CM_sigs.pdf (12 pages)<br>Kiwanis_2026_4-year_FOJ_signed_contract_no_attachments.pdf (61 pages) |
| Number of Documents:         | 2                                                                                                                                                           |
| Document page count:         | 73                                                                                                                                                          |
| Number of supporting files:  | 0                                                                                                                                                           |
| Supporting files page count: | 0                                                                                                                                                           |

## "GB-400-RFP-Fourth\_of\_July\_Memo,\_Amndmt\_and\_Justification,\_Kiwanis,\_PW,\_CM\_sigs" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
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-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling  
2026-06-08 - 5:57:06 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)  
Form filling Date: 2026-06-08 - 5:57:20 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
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Signature Date: 2026-06-08 - 8:07:47 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  
2026-06-08 - 8:08:11 PM GMT



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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2026-06-10 - 1:58:43 PM GMT



Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-06-10 - 3:03:32 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

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2026-06-10 - 4:17:12 PM GMT- IP address: 104.47.65.254



Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-06-10 - 4:17:45 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW



Agreement completed.

2026-06-10 - 4:17:45 PM GMT



**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 

**Via:** Sam Burnett, Interim Public Works Director   
JOHN BURNETT

**RE:** Adoption of the 2028-2032 Infrastructure Capital Improvements Plan

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## 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 scarce 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

1 order for the City to receive capital outlay funding from the State; and

2 **WHEREAS**, the Department of Finance and Administration, through its authority in  
3 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  
4 encourages each jurisdiction to prepare a five-year infrastructure capital improvement plan.

5 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
6 **CITY OF SANTA FE** that

7 1. It adopts the attached 2028-2032 Infrastructure Capital Improvements Plan  
8 (“Plan”); and

9 2. The Plan is intended to be a working document and is the first of many steps toward  
10 improving rational, long-range, capital planning and budgeting for New Mexico’s infrastructure.

11 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

12  
13 \_\_\_\_\_  
14 MICHAEL J. GARCIA, MAYOR  
15

16 ATTEST:

17  
18 \_\_\_\_\_  
19 GERALYN F. CARDENAS, CITY CLERK  
20

21 APPROVED AS TO FORM:

22   
23 \_\_\_\_\_  
24 MARCOS D. MARTÍNEZ, CITY ATTORNEY

25 *Legislation/2026/Resolutions/2028-2032 Infrastructure Capital Improvements Plan*

EXHIBIT A

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                                          | G3018, H3206         | Facility                | 2521 Camino Entrada                                          | 350,000        | 850,000            | 500,000              |
| SWAN Park Phase II                                                           |                      | 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            |



| <b>Project Title</b>                                            | <b>Prior Appropriations</b> | <b>Infrastructure Category</b> | <b>Location</b>                                              | <b>Funded to Date</b> | <b>Total Project Cost</b> | <b>Funding Still Needed</b> |
|-----------------------------------------------------------------|-----------------------------|--------------------------------|--------------------------------------------------------------|-----------------------|---------------------------|-----------------------------|
| 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                  |

| <b>Project Title</b>                              | <b>Prior Appropriations</b> | <b>Infrastructure Category</b> | <b>Location</b>                                 | <b>Funded to Date</b> | <b>Total Project Cost</b> | <b>Funding Still Needed</b> |
|---------------------------------------------------|-----------------------------|--------------------------------|-------------------------------------------------|-----------------------|---------------------------|-----------------------------|
| 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                  |

| <b>Project Title</b>                                     | <b>Prior Appropriations</b> | <b>Infrastructure Category</b> | <b>Location</b>                                              | <b>Funded to Date</b> | <b>Total Project Cost</b> | <b>Funding Still Needed</b> |
|----------------------------------------------------------|-----------------------------|--------------------------------|--------------------------------------------------------------|-----------------------|---------------------------|-----------------------------|
| 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                 |

| <b>Project Title</b>                                      | <b>Prior Appropriations</b> | <b>Infrastructure Category</b> | <b>Location</b>                                          | <b>Funded to Date</b> | <b>Total Project Cost</b> | <b>Funding Still Needed</b> |
|-----------------------------------------------------------|-----------------------------|--------------------------------|----------------------------------------------------------|-----------------------|---------------------------|-----------------------------|
| 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<br>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              |
| <b>PROJECT COUNT 89</b>                            |                      |                             | <b>SUBTOTALS</b>                              | <b>76,398,372</b> | <b>955,834,879</b> | <b>879,436,507</b>   |

**FISCAL IMPACT REPORT****General Information:**(Check) Bill: \_\_\_\_\_ Resolution:   X  Short Title(s): 2028-2032 Infrastructure Capital Improvements PlanSponsor(s): Mayor Michael GarciaReviewing Department(s): Public Works DepartmentStaff Completing FIR: Sean Moody, Capital Projects Manager Date: 4/23/2026 Phone: (505) 955-6931Reviewed 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 impactations 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**

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

**Expenditure Narrative:**

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**Revenue**

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

**Revenue Narrative:**

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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  
JLT

**RE:** Santa Fe International Film Festival Banner Installation

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## 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 1<sup>st</sup> through November 1<sup>st</sup>, 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 1<sup>st</sup> through November 1<sup>st</sup>, 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

1           **WHEREAS**, the banners are intended to draw attention to The Santa Fe International Film  
2 Festival, New Mexico’s only Academy Award® qualifying film festival.

3           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
4 **CITY OF SANTA FE** approves the following banner design and installation plan:

5           Dates:                               The banners may be displayed each year from October 1<sup>st</sup>  
6 through November 1<sup>st</sup>.

7           Location:                           The banners may be displayed on light poles located along  
8 Guadalupe Street from Cerrillos Road to West Alameda  
9 Street.

10          Number:                           Twenty-five (25) total banners may be displayed.

11          Design Approval Process:       The Planning and Land Use Director and City Attorney  
12 have approved the banner design as conforming to all  
13 applicable requirements and restrictions.

14          Installation:                     Santa Fe International Film Festival will only utilize light  
15 poles with banner structure already installed. Santa Fe  
16 International Film Festival will incur all costs for the  
17 installation of the banners.

18          Maintenance:                    Banners that become damaged, defaced, or are in any  
19 form of disrepair shall be replaced immediately at the  
20 expense of the Santa Fe International Film Festival. The  
21 City reserves the right to remove any banners the City  
22 deems in disrepair prior to their scheduled removal date.

23          Cost Allocation:                 The Santa Fe International Film Festival shall be  
24 responsible for all costs associated with purchasing,  
25 installation, and removal of the banners.

1 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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\_\_\_\_\_  
MICHAEL J. GARCIA, MAYOR

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6

7 ATTEST:

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\_\_\_\_\_  
GERALYN F. CARDENAS, CITY CLERK

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11

12 APPROVED AS TO FORM:

13

14

*Frank Ruybalis*

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MARCOS D. MARTÍNEZ, CITY ATTORNEY

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*Legislation/2026/Resolutions/Santa Fe International Film Festival Banners*



EXHIBIT A

18<sup>th</sup> annual



# santa fe international film festival

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OCTOBER 14 – 19  
2026

santafe.film



**FISCAL IMPACT REPORT****General Information:**(Check) Bill: \_\_\_\_\_ Resolution:   X  Short Title(s): Santa Fe International Film Festival Banner ApprovalSponsor(s): Mayor Michael Garcia and Councilor Alma CastroReviewing Department(s): Santa Fe Film OfficeStaff Completing FIR: Jennifer LaBar-Tapia, Film Office Executive Director Date: 5/29/2026  
Phone: (505) 955-6216Reviewed by City Attorney:  Date: 06/04/2026Reviewed 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 1<sup>st</sup> through November 1<sup>st</sup>, 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 |
|------------------------------|----------|----------|----------|-------------------|-------------------------------------|-------|-------------------|
| <u>Personnel and</u>         | \$ _____ | \$ _____ | \$ _____ | _____             | _____                               | _____ |                   |
| <u>Benefits*</u>             |          |          |          |                   |                                     |       |                   |
| <u>Capital Outlay</u>        | \$ _____ | \$ _____ | \$ _____ | _____             | _____                               | _____ |                   |
| <u>Contractual/</u>          | \$ _____ | \$ _____ | \$ _____ |                   | _____                               | _____ |                   |
| <u>Professional Services</u> |          |          |          |                   |                                     |       |                   |
| <u>Operating</u>             | \$ _____ | \$ _____ | \$ _____ |                   | _____                               | _____ | \$ _____          |
| <u>Total:</u>                | \$ _____ | \$ _____ | \$ _____ |                   |                                     |       | \$ _____          |

**Expenditure Narrative:**

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**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:**

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**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 <sup>FC</sup>

**Via:** Heather Lamboy, Land Use Director *HL*

**RE:** Updating Fee in Lieu and Affordability Requirements for Santa Fe Homes Program

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## 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                       |
|         |                               | <b>139</b> | <b>20.85</b>               |

*\*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:**

| <b>BR<br/>Size</b> | <b>Santa Fe Aff'd Rent**</b> | <b>Base Gap</b> | <b>Adjusted Gap (100% )after<br/>July 1, 2024</b> |
|--------------------|------------------------------|-----------------|---------------------------------------------------|
| Studio             | \$<br>523.00                 | \$<br>712.00    | \$<br>1,424.00                                    |
| 1 BR               | \$<br>523.00                 | \$<br>845.00    | \$<br>1,690.00                                    |
| 2 BR               | \$<br>598<br>.00             | \$<br>1,029.00  | \$<br>2,058.00                                    |
| 3BR                | \$<br>673.00                 | \$<br>1,420.00  | \$<br>2,840.00                                    |

| <b>Fee Per Month</b> | <b>Project Fee**</b>       |
|----------------------|----------------------------|
| \$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

1 administratively amended to reflect the updated requirement and the owner or  
2 developer, as applicable, shall record or file, as applicable, the amended document  
3 ~~[shall be recorded or filed, as applicable, by the owner or development]~~. Incentives  
4 for SFHP developers as set forth in subsection 14-8.11 SFCC 1987 ~~[will]~~ are not  
5 be available for these projects, other than the density bonus pursuant to subsection  
6 14-8.11(G)(1).

7 B. ~~[Effective January 1, 2020, and thereafter,]~~ A SFHP developer that obtains a  
8 building permit for a ~~[multifamily]~~ residential rental development after January 1,  
9 2020, shall ~~[comply with the SFHP ordinance by]~~ either: pay~~ing~~ a fee,  
10 create~~ing~~ [LPDUs] Low Priced Dwelling Units ("LPDUs"), or provide  
11 affordable on-site units as follows:

12 (1) *Fee in lieu.* ~~[The]~~ Except for small multifamily rental projects of twelve  
13 (12) or fewer units, and as described by Section 26-1.22(B)(1)(d), SFHP  
14 developers may pay [of] a fee in lieu of providing on-site affordable units,  
15 assessed according to a[n "affordability gap"] calculation that determines  
16 the base fee, which is the difference between [a] the FMR and the rent  
17 affordable to a renter earning thirty percent ([65] 30%) of the AMI.

18 (a) ~~[The steps of the calculation of the base fee amount t]~~ To calculate  
19 the fee in lieu [as more fully described in the administrative  
20 procedures, are as follows]:

21 (i) multiply the total number of units ~~[broken out by number~~  
22 of bedrooms)] of each size, as defined by number of  
23 bedrooms, by fifteen percent (15%) to determine the  
24 number of affordable units that would have been required  
25 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~~



1                   ~~(vi)~~~~[f]~~ For units permitted on or after July 1, 2024, the base fee~~[,]~~ shall be  
2                   increased by one hundred percent (100%).

3                   (c)     A SFHP developer that creates a vacation time share project or  
4                   short term rental units shall be subject to the fees set forth in this  
5                   subparagraph 26-1.22(B)(1);

6                   (d)     A small multifamily rental project that consists of twelve (12) or  
7                   fewer units shall pay the base fee amount, which shall be  
8                   calculated as the difference between a FMR and the rent  
9                   affordable to a renter earning thirty percent (~~[65]~~ 30%) of the  
10                  AMI, and shall not be subject to the phased fee increases set forth  
11                  in subsection 26-1.22(B)(1)(b).

12                  ~~[(e) — No later than July 1, 2022 staff shall initiate a review of the~~  
13                  ~~provisions of subsection 26-1.22(B)(1), as established by~~  
14                  ~~ordinance no. 2019-30, and shall present the findings to the~~  
15                  ~~governing body within six (6) months.]~~

16                  (2)     *One-hundred percent (100%) LPDUs.* A~~[n]~~ SFHP developer may create a  
17                  development that consists of one-hundred percent (100%) LPDUs that  
18                  shall comply with the requirements set forth in subsection 26-2.3;

19                  (3)     *Fifteen percent (15%) affordable rental units.* A~~[n]~~ SFHP developer may  
20                  set aside ~~[of]~~ fifteen percent (15%) of on-site rental units for income  
21                  certified renters as described in subsection 26-1.23(A); or

22                  (4)     *Combination.* A~~[n]~~ SFHP developer may combine two (2) or more of the  
23                  preceding three (3) options if such a combination provides an equivalent  
24                  and beneficial impact toward meeting identified housing needs, subject to  
25                  approval by the office of affordable housing. If a developer chooses to

1 provide a combination of the options, then the city shall provide the  
2 developer incentives set forth in subsection 14-8.11(G), as approved by  
3 the land use director.

4 C. The marketing, leasing, and occupancy of either an SFHP rental unit or an SFHP  
5 manufactured home lot that is rented shall conform to the criteria set forth in the  
6 administrative procedures. Rental rates shall comply with the rates set forth in  
7 subsection 26-1.24 SFCC 1987. SFHP rental units shall comply with the minimum  
8 size, unit type(s), and other structural requirements set forth in subsection 26-1.25  
9 SFCC 1987. SFHP developers must obtain approval for the location of SFHP rental  
10 units. The units or manufactured home lots shall have compatible exterior  
11 architectural and landscaping appearance with other units in the development.

12 D. Units or manufactured home lots available for SFHP rentals shall be described in  
13 a SFHP proposal in sufficient detail so that such units or manufactured home lots  
14 can be identified after construction or creation and occupancy. SFHP tenants must  
15 meet eligibility requirements at the time they initially lease an SFHP unit.

16 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_day of \_\_\_\_\_, 2026.

17 APPROVED AS TO FORM:

18 Marcos Martinez  
19 Marcos Martinez (May 21, 2026 09:49:43 MDT)

20 MARCOS D. MARTÍNEZ, CITY ATTORNEY

21

22

23

24

25 *Legislation/2026/Bills/Updating Fee in Lieu and Affordability Requirements*

**FISCAL IMPACT REPORT****General Information:**(Check) Bill:   x   Resolution:                     Short Title(s): Updating Fee in Lieu and Affordability RequirementsSponsor(s): Mayor Michael GarciaReviewing Department(s): Land Use Department, City Attorney's OfficeStaff Completing FIR: Faviola Chavez, Affordable Housing Director Date: 5/01/2026Phone: (505) 690-4192Reviewed by City Attorney: Marcos Martinez Date: 05/22/2026  
Marcos Martinez (May 22, 2026 09:18:25 MDT)Reviewed by Finance Director: ANDREA PHILLIPS Date: 05/22/2026  
ANDREA PHILLIPS (May 22, 2026 10:07:48 MDT)**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.

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**Fiscal Impact**

\*\* Check here if no fiscal impact

**Expenditures**

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

**Expenditure Narrative:**

\*\* See "Fiscal Implications" narrative" above.

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**Revenue**

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

**Revenue Narrative:**

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**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, Councilor

5/26/2026

\_\_\_\_\_  
Date

# 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: | CBJCHBCAABAABLIEK6oIUqo_mh_Mr9er-lcVTU91D2S |

## "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