Agenda

Regular Meeting of the Governing Body
June 24, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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

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

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

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

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

a. Councilor Castro

4. Invocation and Rememberances

   a. Councilor Bustamante

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Presentation on FY27 Policy Period Insurance Plan Renewals (Nasreen Kopecky, AJ Gallagher)

   b. Bicycle and Pedestrians Advisory Committee (BPAC) Accomplishment Report and Muchisimas Gracias Certificate Presentations to BPAC Members Judith Gabriel, District 2, Tony Gerlicz, District 2 and Steve Pilcher, District 3. (Romella Glorioso-Moss; Capital Projects Manager and BPAC Staff Liaison; rsglorioso-moss@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from La Fogata Grill Southside, LLC for a Restaurant B (Beer, Wine, & Spirits) Liquor License with On Premises Consumption Only and Patio Service to be Located at La Fogata Grill Southside, 8380 Cerrillos Rd., Units 408, 414, & 416. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

      Committee Review:
      Liquor Hearing: 6/22/2026
      Governing Body: 6/24/2026

   b. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $250,000 to Allocate ½% 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 Appropriation Grant Agreement Firefighter Recruitment Fund 24-ZI5036-124 in the Total Amount of

$12,792 to Support Santa Fe Fire Department (SFFD) Equipment Reimbursment Program. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov and 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
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)

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)

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, Nina A. Nguyen, Project Manager; 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)

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

h. Request for Approval of Intergovernmental Agreement #27-624-4000-0024 with New Mexico Aging & Long-Term Services Department for State Support to Provide Volunteer Services for the Senior Services Division Foster Grandparent Program, Senior Companion Program, Retired Senior Volunteer Program, and Care Companion Program in the Total Amount of $278,110 through June 30, 2027. (Theresa P. Trujillo, Senior Services Program Manager; tptrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/17/2026
Finance Committee: 06/22/2026
Governing Body: 06/24/2026

i. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the Fourth of July Celebration on July 4, 2026, at Franklin Miles Park. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Governing Body: 06/24/2026

j. Request for Approval of the Collective Bargaining Agreement with the Santa Fe Police Officers Association for FY27 to Include Salary Increases in the Amount of $508,985 for Sworn and Civilian Bargaining Unit Employees. (Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov)

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

k. Request for Approval of Amendment No. 1 to Collective Bargaining Agreement Item #25-0232 with the Santa Fe Firefighters Association International Association of Firefighters – Local 2059 to Include a 2.5% Wage Increase for all Bargaining Unit Employees and Extend the Term to June 30, 2027. (Mario D. Risso, Assistant Fire Chief - Support Services; mdrisso@santafenm.gov and Charles Gonzales, IAFF Union President – Local 2059; cmgonzales@santafenm.gov)

Committee Review:
Public Safety: 06/16/2026
Finance Committee: 06/22/2026
Governing Body: 06/24/2026

l. Request for Approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services for Fiscal Year 2026 in the Total Amount of $360,483 through June 30, 2027. (Matthew Bonifer, Accounting Officer; mtbonifer@santafenm.gov)

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

m. Request for Approval of Amendment No. 2 to Contract Item #25-0278 with Arthur J. Gallager to Set Annual Insurance Premiums in a Not to Exceed Amount of $4,177,105.76 for FY26-27 Policy Period. (Nasreen Kopecky, Arthur J. Gallagher and Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov)

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

n. 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

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

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

10. Action Items: Discussion Agenda

a. Request for Approval of Professional Service Contract with FBT and Luis Vidal Architects Joint Venture for Professional Architect/Engineer Services for a New Terminal Expansion at the Santa Fe Regional Airport in the Total Amount of $1,160,00.00 including NMGRT for a Four-Year Term. (Sebastian Gallegos, Project Manager; sfgallegos@santafenm.gov and Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

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

b. Request for Approval of a Budget Adjustment Request (BAR) from Salary Savings to the ERP Budget in the Total Amount of $400,000 to Support Ongoing and Future ERP Initiatives. (Kayla Conner, Business Operations Manager: kmconner@santafenm.gov)

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

c. Request for Approval of Grant Agreement with Interfaith Community Shelter Group to Provide Bridge Housing, Case Management, and Homelessness Services in the Total Amount of $350,000 through December 31, 2026. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

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

d. Request for Approval of Termination of Professional Services Contract Item # 25-0216 with Urban Alchemy in the Total Amount of $7,948,133.59, to Provide Street Outreach for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

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

e. Request for Ratification of $11,027,934 in Federal Financial Assistance from U.S. Department of Interior to City of Santa Fe. (William Schneider, Water Resources Manager;whschneider@santafenm.gov)

Committee Review:
Governing Body: 06/24/2026

f. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $7,641,910 from the Community Development Fund to the Affordable Housing Trust Fund (AHTF). (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov and Christina Browning, Project Administrator; cxbrowning@santafenm.gov)

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

11. Matters from the City Manager

12. Matters from the City Attorney

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Approving Budget Amendments and Requesting that the New Mexico Department of Finance and Administration Approve the City of Santa Fe's Third Quarter Budget Amendments for Fiscal Year 2026. (Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov, Andrew Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/24/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

b. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Patricia Feghali and Councilor Alma Castro)
A Resolution Amending Resolution Nos. 2014-49 and 2016-80 to Close the Streets Surrounding Plaza Park Annually from Memorial Day to October 31st or Later and to Close Lincoln Avenue and Palace Avenue, Next to Plaza Park Permanently. (Barbara Lopez, Public Works Project Manager; bvlopez@santafenm.gov)

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

Finance Committee: 07/06/2026
Governing Body: 07/08/2026

17. Petitions from the Floor

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

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

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

19. Final Action on Legislation (Public Hearing)

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

    Committee Review:
    Governing Body (Introduction): 04/29/2026
    Governing Body (Public Comment): 05/13/2026
    Quality of Life Committee: 05/20/2026
    Finance Committee: 05/26/2026

Governing Body (Public Hearing): 06/10/2026 (POSTPONED FOR NOTICING REQUIREMENTS)
Governing Body (Public Hearing): 06/24/2026

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

21. Appointments

    a. Santa Fe River Commission

        - Tanya Trujillo - Appointment - Term Ending 02/2029
        - Jessie Shapiro - Appointment - Term Ending 02/2029

22. Adjourn

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

City of Santa Fe

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

Memorandum

DATE: June 15, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

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

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from La Fogata Grill South Side, Inc regarding a Restaurant B (Beer, Wine, & Spirits) Liquor License with on-premises consumption only and patio service to be located at La Fogata Grill South Side, 8380 Cerrillos Rd., Unit 408, 414, & 416, Santa Fe, NM 87507.

Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request. The proposed location is not within 300 feet of a church, school or daycare.

As a condition of approval staff is recommending that it be noted that the applicant will be required to obtain all necessary permits and licenses and comply with all Fire, Building and Land Use Code requirements prior to issuance of the City Liquor License.

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

ACTION REQUESTED:
Consideration of the above request

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

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 22, 2026.

The purpose of this hearing is to discuss a request from La Fogata Grill South Side, Inc for a Restaurant B (Beer, Wine, and Spirits) Liquor License with On Premises Consumption Only and Patio Service to be located at La Fogata Grill Southside, 8380 Cerrillos Rd., Units 408, 414, & 416. This location is not within 300 feet of a church, school, or daycare.

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

Geralyn F. Cardenas
City Clerk

Received by The Santa Fe New Mexican
Date: 5/20/26

To Be Published: 5/22/2026
AND
5/29/2026

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

Founded 1849

LA FOGATA GRILL, LLC
8380 Cerrillos Rd Suite 414, 416, and 408
Santa Fe, NM 87507

ACCOUNT:	S22294
AD NUMBER:	119078
TAG LINE	LEGAL #95343
P.O.#:	

2 TIME(S)	$87.10
AFFIDAVIT	10.00
TAX	7.95
TOTAL	105.05

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95343 a copy of which is hereto attached was published in said newspaper 2 day(s) between 05/22/2026 and 05/29/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 22nd day of May, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI Sebastian Garcia

LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 2nd day of June, 2026

Notary Catherine M McSweeney

Commission Expires: 11/04/2029

STATE OF NEW MEXICO
NOTARY PUBLIC
CATHERINE M MCSWEENEY
COMMISSION # 1135865
COMMISSION EXPIRES 11/04/2029

LEGAL #95343

CITY OF SANTA FE

NOTICE OF
PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 22, 2026.

The purpose of this hearing is to discuss a request from La Fogata Grill South Side, Inc for a Restaurant B (Beer, Wine, and Spirits) Liquor License with On Premises Consumption Only and Patio Service to be located at La Fogata Grill Southside, 8380 Cerrillos Rd., Units 408, 414, & 416. This location is not within 300 feet of a church, school, or daycare.

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

City Clerk
Geralyn F. Cardenas

PUB.: May 22, 29, 2026

Michael J. Garcia, Mayor

VIA EMAIL: lfgsouthside01@gmail.com

06/12/2026

La Fogata Grill South Side, Inc
8380 Cerrillos Rd., Units 408, 414, & 416
Santa Fe, New Mexico 87507

RE: Request from La Fogata Grill South Side, Inc. for a Restaurant B (Beer, Wine, & Spirits) Liquor License with on premises consumption only and patio service to be located at La Fogata Grill Southside 8380 Cerrillos Rd., Units 408, 414, & 416, Santa Fe, NM 87507.

Good day,

The public hearing before the City of Santa Fe's Liquor Hearing Officer for the above referenced request has been scheduled for Monday, June 22,2026 at 4:00 p.m. This will be a virtual hearing via Zoom. You will be provided with the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 24, 2026, meeting.

Attached is a copy of the Notice of Public Hearing.

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

Sincerely,

Geralyn F. Cardenas
City Clerk

ema

City Council

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

Applicant: La Fogata Grill Southside, INC 505-501-5355 (Jorge Santos Gonzalez) **Proposed Location:** 8380 Cerillos Rd. Units 408, 414, & 416

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

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

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

Code Enforcement Department

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

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

*Note: N/A

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

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: Jun 4, 2026

Traffic Engineering Department

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

*Note: N/A

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

Verification Completed By: MARCOS ESQUIBEL

Title: Interim Complete Streets Division Director

Date: Jun 4, 2026

City of Santa Fe Fire Department

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

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

*Note: Deputy Marshal Jason Tapia performed inspection and corrections will need to be performed before approval.

Deputy Marshal Jason Tapia performed inspection and corrections will need to be performed before approval.

Verification Completed By: GERONIMO GRIEGO (Jun 4, 2026 13:20:51 MDT)

Title: Fire Marshal

Date: Jun 4, 2026

Applicant Supplemental Information Form

1. **Name of Applicant:** La Fogata Grill South Side Inc
   D/B/A Name to be used: La Fogta Table
   Proposed License Location: 8380 Cerrillos Road 414
   Telephone number: 505 - 501 - 5355
   Email: LFg.Southside01@gmail.com

2. **Type of liquor license request:**
   - [x] New License (indicate type: Restaurant - B Full liquor)
   - [ ] Transfer of location (indicate type: _____)
   - [ ] Transfer of ownership (indicate type: _____)
   - [ ] Transfer of ownership and location (indicate type: _____)

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

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

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

6. **What are the current/previous and proposed hours of operation of this business?**
   Current/Previous Hours of Operation: 8am - 11pm
   Proposed Hours of Operation: 8am - 11pM

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

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

What days? Not sure first time opening in this Area

What times? Uncertain.

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

☑ Yes (If yes, what is your License #? 241333)

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

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

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

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

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

☑ Yes (If yes, what is the date the Certificate was issued? 11/26/2025

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

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

_____.

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

☑ Business is expected to increase (additional number of customers per day: 20%).

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

☐ Business is expected to remain the same.

* Please explain your answer: We beilive we will grow a 20% of Customer per day with a liquor License

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

☐ Traffic can be expected to increase on adjacent streets.

☑ Traffic will not increase on adjacent streets.

* Please explain your answer: This is a major street it wont influence in the trafic.

Name of person completing this form: Jorge L Santos Gonzalez

Telephone number: 505-501-5355

Date: 5/19/2026

DATE: June 8, 2026

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

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Manager

ITEM & ISSUE : Litter and noise impact assessment,due to a request from La Fogata Grill SouthSide INC, for the following:

a) The purpose of this hearing is to discuss a request from La Fogata Grill South Side, Inc for a Restaurant B (Beer, Wine, and Spirits) Liquor License with On Premises Consumption Only and Patio Service to be located at La Fogata Grill Southside, 8380 Cerrillos Rd., Units 408, 414, & 416. This location is not within 300 feet of a church, school, or daycare.

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

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

City of Santa Fe Memorandum

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 MC

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)

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Public Works Admin	5/28/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Corte de Princesa Storm Damage	3650414	572970	PWD2636504	250,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 250,000	$ -

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

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 thatn 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}

Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(250,000)
TOTAL:	**(250,000)**

Carol Swenson 5/28/2026
Prepared By *{print name}* Date

MARCOS ESQUIBEL
Division Director Signature *{optional}* Date

JOHN BURNETT (Jun 1, 2026 09:07:09 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

THE CITY OF
SANTA FE

MEMORANDUM

DATE: May 15, 2026

TO: Public Works & Utilities Committee
Finance Committee
Governing Body

FROM: Scott Ouderkirk, Interim Fire Chief SCOTT OUDERKIRK
Mario D. Risso, Assistant Fire Chief MARIO RISSO

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

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 RECRUITEMENT 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:_____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office, By:_____
Title:_____ Date:_____

APPROVED BY GRANTEE:

Grantee: By:_____
Title:_____ Date:_____

Grantee By:_____
Attest: Title:_____ Date:_____

AS TO LEGAL FORM AND SUFFICIENCY

Grantee: By:_____
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 ELIGBLE 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*)

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

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

MEMORANDUM

DATE: May 11, 2026

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

FROM: Graham Miller, Battalion Chief-Health and Safety GM

VIA: Scott Ouderkirk, Interim Fire Chief SCOTT OUDERKIRK
Mario D. Risso, Assistant Fire Chief MARIO RISSO

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

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

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

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

DEPARTMENT / DIVISION NAME	DATE

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
SFFD Equipment Reimbursement Program	2210181	500110	FIR2522106	12,792	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
20920 Firefighter Recruitment Fund	2210181	490210	FIR2522106	(12,792)	
				$ -	$ -

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

These funds will be used to reimburse already purchased Santa Fe Fire Department equipment.

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

Toniette Candelaria Martinez — 5/11/2026
Prepared By *{print name}* — Date

MARIO RISSO (May 15, 2026 15:41:58 MDT)
Division Director Signature *{optional}* — Date

SCOTT OUDERKIRK (May 15, 2026 15:43:24 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490210-			
Org	2210181	FIR SS SR	Acct name	NM Dept of Fin and Admin		Account Notes	
Object	490210	NM DFA	Type	Revenue	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

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)		Account Notes	
Object	500110	Gen Salary	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

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

CITY OF SANTA FE

The Purchasing Memo

Date: June 9, 2026

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

From: Taylor Jurgens, Engineer, Water Division TRJ

Via: Jonathan Montoya, Acting Water Division Director JM

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

---

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Water Division	6/8/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WTR CapPrj	5050395	572970	WTR1950508	2,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
WTR CapPrj	5050395	490320	WTR1950508	(2,000,000)	
				$ -	$ -

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

Increase of Budget Authority to liquidate grant funding for Critical dam maintenance and improvements at Nichols Dam

The actual amount of funding will be determined by qualifiying expenses incurred during Fiscal Year 2026 that will not be

reimbursed through other funding mechanisms. The grant agreement has already been approved by committees and

Governing Body, and this item is for the awarded funds.

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

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

Amanda Britt — Prepared By *{print name}* — 6/8/2026 Date

Division Director Signature *{optional}* — Date

Jonathan Montoya for Jesse Roach
Jonathan Montoya for Jesse Roach (Jun 9, 2026 11:24:59 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

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, aa 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 (30th) 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 10th 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]

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

APPROVED BY GRANTOR:

OSE Agency Head: By:_____
Title:_____ Date:_____

OSE Budget: By:_____
Title:_____ Date:_____

Chief Financial Officer: By:_____
Title:_____ Date:_____

AS TO LEGAL FORM AND SUFFICIENCY

OSE Counsel, By:_____
Title:_____ Date:_____

APPROVED BY GRANTEE:

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

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

Grantee: By: ANDREA PHILLIPS (May 14, 2026 14:53:01 MDT) Andrea Phillips
Title: Finance Director, City of Santa Fe Date: May 14, 2026

AS TO LEGAL FORM AND SUFFICIENCY

Grantee: By: Marcos Martinez (May 14, 2026 10:16:21 MDT) 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:
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*)

Printed Name

Date:

Grantee Representative

Printed Name

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

CITY OF SANTA FE

The Purchasing Memo

Date: June 9, 2026

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

From: Taylor Jurgens, Engineer, Water Division TRJ

Via: Jonathan Montoya, Acting Water Division Director JM

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WTR CapPrj	5050395	572960	WTR2550508	1,354,479	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
WTR CapPrj	5050395	490320	WTR2550508	(1,354,479)	
				$ -	$ -

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

Increase of Budget authority to liquidate grant funding for planning and design for the rehabilitation of McClure Dam.

The grant agreement has already been approved by committees and Governing Body. This item is for the BAR of the awarded funds.

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

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

Amanda Britt — 6/9/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Jonathan Montoya for Jesse Roach
Jonathan Montoya for Jesse Roach (Jun 9, 2026 13:51:44 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

CITY OF SANTA FE

Date: April 28, 2026

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

From: Taylor Jurgens, Engineer, Water Division TRJ

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: ERIKA LUJAN **Title:** Grants Manager **Date:** _____

ERIKA LUJAN (May 1, 2026 09:46:19 MDT)

Comment/Exceptions: _____

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 Amoun 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 10th 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 Date: _____

Title: Mayor Date: _____

Attestation:

By: _____ GB MTG 05/27/26

Name: Geralyn F. Cardenas

Title: City Clerk Date: 06/01/2026

Finance Director:

By: _____

ANDREA PHILLIPS (May 1, 2026 16:38:13 MDT)

Name: Andrea Phillips

Title: Interim Finance Director Date: 05/01/2026

Legal Counsel:

By: _____

Marcos Martinez (Apr 28, 2026 11:15:41 MDT)

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

I.	**Grantee Information**	**II.**	**Payment Computation**
	(Make sure information is complete & accurate)	A.	Payment Request No.
A.	Grantee:	B.	Grant Amount
B.	Address:	C.	AIPP Amount *(If Applicable)*:
	(Complete Mailing, including Suite, if applicable)	D.	Funds Requested to Date:
		E.	Amount Requested this Payment:
		F.	Reversion Amount *(If Applicable)*:
	City State Zip	G.	Grant Balance
C.	Phone No:	H.	☐ GF ☐ OB ☐ STB (*attach wire if first draw*)
D.	Grant No:	I.	☐ Final Request for Payment *(if Applicable)*
E.	Project Title:		
F.	Grant Expiration Date:		

III. Fiscal Year :

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

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date, to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or Fiscal Agent *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

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

Division Fiscal Officer	Date	Division Project Manager	Date

EXHIBIT D
Data Sharing Provisions

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[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 ☐ Final ☐ Other ☐ _____ Report Period: From ____ / ____ / ____ To ____ / ____ / ____	
Field Orders Issued or Contemplated This Period: No.____ No.____ No.____	
Change Orders Issued or Contemplated This Period: No.____ Net Change in Contract Price $ _____ Justification: Original Contract Price: $_____ Current Contract Price: $ _____	
CONTRACT TIME: Original Completion Date or Days _____ Current Completion Date or Days _____ Days Remaining for Completion _____ Percent Project is Complete _____% On Schedule? Yes ☐ No ☐	
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. 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 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)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 statues, 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.

XLI. 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 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 2C.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

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

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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, (505) 629-2206, Nina A. Nguyen, 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

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

ITEM #_____

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**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

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

Lisa Cacari Stone (Jun 1, 2026 08:17:12 MDT)
LISA CACARI STONE, CHAIR

DATE: Jun 1, 2026

ATTEST:

_____
GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Ruby Crews
Ruby Crews (Jun 1, 2026 08:29:27 MDT)
RUBY A. CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

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

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Exhibit B – Option Term Rent Schedule

Option Years	Year	Term Dates		Acres	Total Annual Rent	Escalation	Monthly Rent
Hold Over		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

ITEM # 16-0828

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

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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.

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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 mean 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

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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.

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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 warrantied, 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).

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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

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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	To Lessee
Director	Executive Director
Environmental Services Division	Santa Fe Solid Waste Management Agency
City of Santa Fe	149 Wildlife Way
P. O. Box 909	Santa Fe, NM 87506
Santa Fe, NM 87504-0909	

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

SFC CLERK RECORDED 09/17/2015

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 News 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

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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.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SEC CLERK RECORDED 09/07/2016

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 31st 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:

8-29-2016

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
Geraldine Salazar
Deputy Estrella Martinez County Clerk, Santa Fe, NM

COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

LESSEE:
SANTA FE SOLID WASTE MGMT. AGENCY

KATHY HOLIAN, CHAIRPERSON

ATTEST:

GERALDINE SALAZAR, COUNTY CLERK

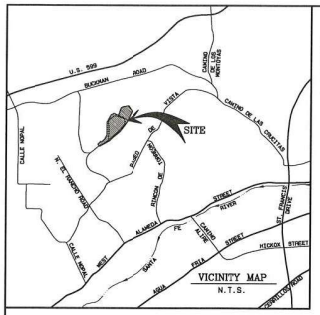
9-1-2016

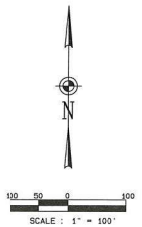
COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

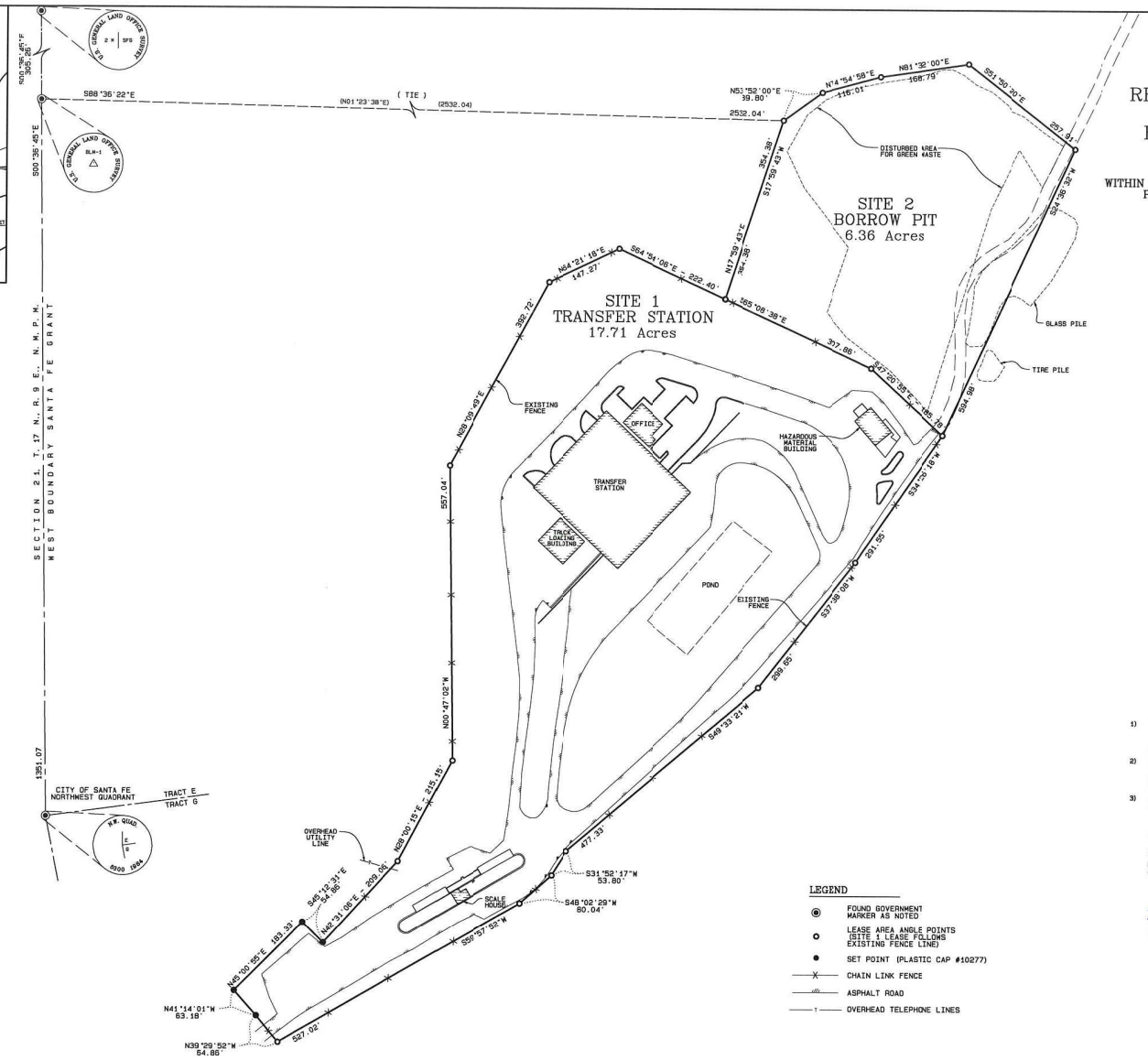
APPROVED AS TO FORM:

NANCY R. LONG, SFSWMA ATTORNEY

SFC CLERK RECORDED 09/07/2016







LEGEND

- FOUND GOVERNMENT MARKER AS NOTED
- LEASE AREA ANGLE POINTS (SITE 1 LEASE FOLLOWS EXISTING FENCE LINE)
- SET POINT (PLASTIC CAP #10277)
- CHAIN LINK FENCE
- ASPHALT ROAD
- OVERHEAD TELEPHONE LINES

REVISED AND UPDATED NOVEMBER 2016 OF REVISED AND AMENDED SURVEY FOR BUCKMAN TRANSFER STATION LEASE AGREEMENT

WITHIN A PORTION OF TRACTS "G" AND "E" WITHIN THE NORTHWEST QUADRANT OF THE SANTA FE GRANT, PROJECTED SECTION 22, T.17 N., R.9 E., N.M.P.M. CITY AND COUNTY OF SANTA FE, STATE OF NEW MEXICO.

LEGAL DESCRIPTION REVISED AND AMENDED LEASE AREA

LEGAL DESCRIPTION
SITE 1 - TRANSFER STATION

A CERTAIN TRACT OF LAND WITHIN A PORTION OF TRACTS "G" AND "E" WITHIN THE NORTHWEST QUADRANT OF THE SANTA FE GRANT, PROJECTED SECTION 22, T.17 N., R.9 E., N.M.P.M., CITY AND COUNTY OF SANTA FE, STATE OF NEW MEXICO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1949 U.S.G.L.O. BRASS CAP STAMPED "BLM-1" ON THE WEST BOUNDARY OF THE SANTA FE GRANT, THENCE S88°36'22"E, A DISTANCE OF 2532.04 FEET, THENCE S17°59'43"W, A DISTANCE OF 354.38 FEET TO THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S85°08'38"E, A DISTANCE OF 307.86 FEET;
THENCE S47°20'55"E, A DISTANCE OF 185.78 FEET TO THE NORTHEAST CORNER OF THIS LEASE AREA;
THENCE S34°06'18"W, A DISTANCEOF 291.55 FEET;
THENCE S37°36'08"W, A DISTANCE OF 299.85 FEET;
THENCE S49°33'21"W, A DISTANCE OF 477.33 FEET;
THENCE S31°52'17"W, A DISTANCE OF 53.80 FEET;
THENCE S48°02'29"W, A DISTANCE OF 80.04 FEET;
THENCE S59°57'52"W, A DISTANCE OF 527.02 FEET TO THE SOUTHERNMOST CORNER OF THIS LEASE AREA;
THENCE N39°29'52"W, A DISTANCE OF 64.85 FEET;
THENCE N41°14'01"W, A DISTANCE OF 63.18 FEET TO THE WESTERNMOST CORNER OF THIS LEASE AREA;
THENCE N45°00'55"E, A DISTANCE OF 193.33 FEET;
THENCE N45°12'31"E, A DISTANCE OF 54.86 FEET;
THENCE N42°31'06"E, A DISTANCE OF 209.06 FEET;
THENCE N89°00'15"E, A DISTANCE OF 215.15 FEET;
THENCE N00°47'02"W, A DISTANCE OF 557.04 FEET;
THENCE N28°09'49"E, A DISTANCE OF 392.72 FEET;
THENCE N64°21'18"E, A DISTANCE OF 147.27 FEET TO THE NORTHERNMOST CORNER OF THIS LEASE AREA;
THENCE S64°54'08"E, A DISTANCE OF 222.40 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 17.71 ACRES MORE OR LESS.

LEGAL DESCRIPTION
SITE 2 - BORROW PIT

A CERTAIN TRACT OF LAND WITHIN A PORTION OF TRACTS "G" AND "E" WITHIN THE NORTHWEST QUADRANT OF THE SANTA FE GRANT, PROJECTED SECTION 22, T.17 N., R.9 E., N.M.P.M., CITY AND COUNTY OF SANTA FE, STATE OF NEW MEXICO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1949 U.S.G.L.O. BRASS CAP STAMPED "BLM-1" ON THE WEST BOUNDARY OF THE SANTA FE GRANT, THENCE S88°36'22"E, A DISTANCE OF 2532.04 FEET, TO THE NORTHWEST CORNER OF THIS LEASE AREA AND THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING N53°52'00"E, A DISTANCE OF 39.80 FEET;
THENCE N74°54'58"E, A DISTANCE OF 116.01 FEET;
THENCE N81°32'00"E, A DISTANCE OF 168.79 FEET;
TO THE NORTHERNMOST CORNER OF THIS LEASE AREA;
THENCE S51°50'20"E, A DISTANCE OF 257.91 FEET;
TO THE NORTHEAST CORNER OF THIS LEASE AREA;
THENCE S24°36'32"W, A DISTANCE OF 594.98 FEET
TO THE SOUTHEAST CORNER OF THIS LEASE AREA;
THENCE N47°20'55"W, A DISTANCE OF 185.78 FEET;
THENCE N85°08'38"W, A DISTANCE OF 307.86 FEET
TO THE SOUTHWEST CORNER OF THIS LEASE AREA;
THENCE N17°59'43"E, A DISTANCE OF 354.38 FEET
TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 6.36 ACRES MORE OR LESS.

NOTES

1) BASIS OF BEARING IS TAKEN FROM A PLAT ENTITLED "CITY OF SANTA FE PLAT OF SURVEY FOR CITY TRANSFER STATION SITE & ACCESS ROADS" BY CRESCENCIO TORRES, N.M.L.S No. 8481, DATED AUGUST 15, 1991, NOT RECORDED. DATA SHOWN IN SINGLE PARENTHESIS ( ) IS TAKEN FROM SAID MAP.

2) REFER TO A PLAT ENTITLED "CITY OF SANTA FE PLAT OF SURVEY FOR CITY TRANSFER STATION SITE CITY LANDFILL & UTILITY EASEMENTS" BY CRESCENCIO TORRES, N.M.L.S No. 8481, DATED JULY 9, 2008 AS FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 686, PAGES 027-027 ON JULY 17th, 2008 AS DOCUMENT No. 1532305.

3) LIMITS OF GREEN WASTE, GLASS PILE AND TIRE PILE WERE LOCATED AUGUST 2015 AND MAY OR MAY NOT REFLECT CURRENT CONDITIONS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS REVISED AND AMENDED LEASE SURVEY AND THE NOTES SHOWN HEREON WERE PREPARED UNDER MY DIRECTION FROM A SURVEY PERFORMED IN THE FIELD, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THIS EXHIBIT MEETS OR EXCEEDS THE REQUIREMENTS OF THE "MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO".

RICHARD A. MORRIS
N.M.P.S. No. 10277

RICHARD A. MORRIS NEW MEXICO 10277 REGISTERED PROFESSIONAL SURVEYOR

NOV. 11, 2016

INDEXING INFORMATION FOR COUNTY CLERK				
OWNER	PROJ. SEC.	TWNSHP.	RANGE	LOCATION
CITY OF SANTA FE	22	17 N.	9 E.	BUCKMAN TRANSFER STATION

MORRIS surveying | engineering

1216-A Parkway Drive Phone: (505) 438-9100
Santa Fe, NM 87507 FAX: (505) 474-6723

DRAWN BY: GFP | SCALE = 1" = 100' | CHECKED BY: R.A.M.
NAME: BUCKMAN AMENDED LEASE | PROJECT No. 15510

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

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

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

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

The following are General Services:

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

General Services (continued):

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

General Services (continued):

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

The following are Professional Services:

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

Professional Services (Continued):

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

Professional Services (Continued):

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

The following are Construction Services:

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

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

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

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 CS YVONNE SWENSON

From: Melissa McDonald, Parks and Open Space Division Director MMc

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)

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

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 250th 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

AP
AP

Chief Procurement Officer Comment/Exceptions: RFP

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | x No
Treasury/Point of Sale Components included? ☐ Yes | x No
Vehicles included? ☐ Yes | x No
Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | x No
Is this an externally funded purchase? x 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 | x 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.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Parks, Trails, & Watershed klkincade@santafenm.gov 1142-C Siler Road Santa Fe, NM 87505 klkincade@santafenm.gov (505) 637-2112	**To the Contractor:** Kiwanis Club of Santa Fe Raymond Sandoval PO Box 622 Santa Fe, NM 87504 burnhim@burnzozobra.com N/A

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:

MICHAEL GARCIA, MAYOR

DATE: _____

CONTRACTOR:

RAY SANDOVAL, 4th OF JULY CHAIRMAN

DATE: Jun 4, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
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*

May 27, 2026

Kat
Melissa
Randy
City of Santa Fe — Tourism Santa Fe

Re: Request for $51,179.80 Contract Amendment (incl. NMGRT) — 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 NMGRT, 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 NMGRT. 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 NMGRT — 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 NMGRT) 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@burnzozobra.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*
GRAND TOTAL		**$179,123.14**	**$307,307.82**	*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	
TOTAL CONFIRMED FUNDING			**$307,500.00**	

CONTRACT AMENDMENT REQUESTED — TOURISM SANTA FE			
NMGRT @ 8.4375%	**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
Difference (additional need)	**$128,184.68**	**$10,495.12**	**$138,679.80**
Less: Santa Fe County	($50,000.00)		($50,000.00)
Less: State / Governor's Office	($37,500.00)		($37,500.00)
NET AMENDMENT REQUESTED	**$40,684.68**		**$51,179.80**

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:	CBJCHBCAABAAHO3nkkAcu6GrDZSJBZiXaakksC0-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

Document created by KATHERINE KINCADE (klkincade@santafenm.gov)
2026-06-05 - 10:38:58 PM GMT- IP address: 63.232.20.2

Document emailed to Melissa McDonald (mamcdonald@santafenm.gov) for approval
2026-06-05 - 10:40:09 PM GMT

Email viewed by Melissa McDonald (mamcdonald@santafenm.gov)
2026-06-05 - 10:40:36 PM GMT- IP address: 73.228.0.63

Document approved by Melissa McDonald (mamcdonald@santafenm.gov)
Approval Date: 2026-06-05 - 10:41:35 PM GMT - Time Source: server- IP address: 73.228.0.63 - Signature Appearance Selected: TYPE

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for approval
2026-06-05 - 10:41:37 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-06-05 - 10:41:42 PM GMT- IP address: 51.54.38.120

Document approved by YVONNE SWENSON (ycswenson@santafenm.gov)
Approval Date: 2026-06-05 - 11:17:36 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

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2026-06-05 - 11:17:38 PM GMT

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2026-06-06 - 3:53:43 PM GMT- IP address: 103.251.27.43

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-06-07 - 11:58:29 PM GMT- IP address: 185.213.193.43

Document approved by JOHN BURNETT (jsburnett@santafenm.gov)

Approval Date: 2026-06-07 - 11:59:01 PM GMT - Time Source: server- IP address: 185.213.193.43 - Signature Appearance Selected: TYPE

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for approval

2026-06-07 - 11:59:03 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-06-08 - 1:32:10 PM GMT- IP address: 153.66.23.157

Document approved by BRIAN MOYA (bjmoya@santafenm.gov)

Approval Date: 2026-06-08 - 1:32:44 PM GMT - Time Source: server- IP address: 153.66.23.157 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.

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

Item #: 26-0125
Munis Contract #: 3260371
RFP#: 25074

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, 4TH OF JULY CHAIRMAN

DATE: Mar 3, 2026

NMBTIN#: _____

ATTEST:

CITY CLERK

GB MTG 04/07/2026

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Mar 3, 2026 21:56:51 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

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

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: JoAnn Lovato Montaño **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

I. INTRODUCTION 4
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
II. CONDITIONS GOVERNING THE PROCUREMENT 7
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
III. RESPONSE FORMAT AND ORGANIZATION 11
A. NUMBER OF RESPONSES 11
B. NUMBER OF COPIES 11
1. ELECTRONIC SUBMISSION ONLY 11
C. PROPOSAL FORMAT 11
IV. EVALUATION 12
DESCRIPTION OF EVALUATION 13
PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA) 15
CLARIFICATION 15
AWARD 15
ATTACHMENT LIST – LIST OF ALL ATTACHMENTS INCLUDED IN THE RFP 16
ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST 5
ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM 7
ATTACHMENT C - CONFLICT OF INTEREST STATEMENT 9
ATTACHMENT D - NON-COLLUSION AFFIDAVIT 11
ATTACHMENT E – KEY PERSONNEL LEAD FORM 12
ATTACHMENT F - PROJECT COST PROPOSAL FORM 12
ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT 14
ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE) 14
ATTACHMENT G (2) – VALUE ADDED PLAN (VA) 16

ATTACHMENT H – REFERENCE LIST **17**
ATTACHMENT I – CLARIFICATION PHASE GUIDE **18**
ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE **21**
ATTACHMENT K - DRAFT CONTRACT **22**

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
   Central Purchasing Division: 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:

DEFINITION OF TERMINOLOGY.docx

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	
Proposals Due Date	**Offerors**	**February 5, 2025**	**3:00 PM**
*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_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDNiZDc4%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 15th 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.

Attachment	Form	Value
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.

No.	Rating Criteria	% Weighting
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 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 (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):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist (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 (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	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 Contractually Obligate	B Negotiate*	C 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.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# 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%		

Additional Project Performance Criteria	Offerors's Project Performance	Ref #

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@gmail.com	(###) ### - ####	$ 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-conftractors, 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
web: www.horizonsofnewmexico.org

On Tue, Nov 5, 2024, 2:42 PM LUJAN, PHILLIP M. <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: LUJAN, 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

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>
Cc: LUJAN, PHILLIP M. <pmlujan@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 workfor 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 atSanta 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 andother stakeholders to ensure smooth operations and safety for the event. Ensure communication and engagement withneighborhood and community groups by conducting at least one community ENN (Early Neighborhood Notification) meeting beforethe 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 porto potties, 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>
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

Ver. 16 2/7/2020

ACORD®

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).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	**CONTACT NAME:** Lisa Christenson **PHONE (A/C, No, Ext):** 317-817-5172 **FAX (A/C, No):** 317-817-5151 **E-MAIL ADDRESS:** kiwaniscert@hylant.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED KIWAND3 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		020744212	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	X OTHER: District						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			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

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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AGENCY CUSTOMER ID: KIWAN03

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hylant - Indianapolis	Kiwanis International, All Clubs and Their Members 3636 Woodview Trace 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.

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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 CG 2026 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

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

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) 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)
2026-06-08 - 5:52:36 PM GMT- IP address: 63.232.20.2

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

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-08 - 5:57:42 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-08 - 8:04:52 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
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

Powered by Adobe Acrobat Sign

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2026-06-10 - 1:58:22 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2026-06-10 - 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

2026-06-10 - 3:03:56 PM GMT

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

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

CITY OF SANTA FE

Date: June 10, 2026

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

From: Theresa Trujillo, Program Manager

Via: Sandra Emory, Community Services Department Director
Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Jun 10, 2026 10:44:10 MDT)
Marcella Apodaca, Business Operations Manager

Subject: Intergovernmental Agreement #27-624-4000-0024

Vendor Name: State of New Mexico Aging & Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Community Services Department, Senior Services Division respectfully requests your review and approval of an Intergovernmental Agreement (IGA) #27-624-4000-0024 in the total amount of $278,110.00 for state support to provide volunteer services for the Senior Services Division Foster Grandparent Program (FGP), Senior Companion Program (SCP), Retired Senior Volunteer Program (RSVP) and Care Companion Program (CCP), with State of New Mexico Aging & Long-Term Services Department (ALTSD) from July 1, 2026, through June 30, 2027.

BACKGROUND AND SUMMARY:

The Senior Services Division is requesting approval of the ALTSD IGA #27-624-4000-0024 for the Senior Volunteer Programs. The Grant is for the Foster Grandparent (FGP), Senior Companion (SCP), Retired Senior Volunteer (RSVP) and Care Companion (CCP) programs. The attached IGA FY2027 awarded appropriations for the four volunteer programs as follows: FGP $70,042.04, SCP $140,615.97 RSVP $60,616.64 and CCP $6,835.35 in the total amount of $278,110.00 for FY27.

Our FGP program provides opportunities for our senior volunteers to serve children in classrooms or head starts who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the children's health status and psychosocial functioning. Our SCP volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life. Our RSVP volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs. Our CCP volunteers shall provide regular visits to long-term care community residents and develop "authentic" relationships that support socialization and engagement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Senior Volunteer Programs 2410116/Various

Budget Officer / Designee: Andy Hopkins **Date:** Jun 18, 2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: New Mexico Aging & Long-Term Services Department

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

Comment/Exceptions: _____

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

Project Ledger Number: COM2724101 (FGP), COM2724102 (SCP), COM2724103 (RSVP), COM2724104 (CCP)

Approval: ERIKA LUJAN ERIKA LUJAN (Jun 11, 2026 13:48:48 MDT) **Title:** Grants Manager **Date:** 06/11/2026

Comment/Exceptions: _____

ATTACHMENTS:

Intergovernmental Agreement #27-624-4000-0024
Project Ledger Request Form FGP
Project Ledger Request Form SCP
Project Ledger Request Form RSVP
Project Ledger Request Form CCP
MUNIS BAR Form

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#27-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as **Attachment 1**.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax, travel, and expenses, shall not exceed $278,110.00, as listed in Attachment 2, Budget. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices MUST BE received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

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

postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This agreement shall terminate on **June 30, 2027,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

D. Termination Management. Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

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

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Notices.

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

To the Department: Kathleen Eckhardt
(505) 231-6384
Kathleen.Eckhardt@altsd.nm.gov
Aging and Long-Term Services Department
2550 Cerrillos Rd.
Santa Fe, NM 87505

To the Contractor: Manuel Sanchez, Senior Services Director
(505) 955-4710
mnsanchez@santafenm.gov
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

24. Authority.

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

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Emily Kaltenbach, Cabinet Secretary or designee
Aging and Long-Term Services Department

By: _____ Date: _____
Craig Hay, Chief Legal Counsel or designee – Certifying legal sufficiency
Aging & Long-Term Services Department

By: _____ Date: _____
Amanda Rodriguez, Chief Financial Officer
Aging & Long-Term Services Department

By: _____ Date: _____
City of Santa Fe

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (Jun 11, 2026 09:26:23 MDT) Jun 11, 2026

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 11, 2026 15:44:48 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

ATTACHMENT 1
SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program (FGP), the Senior Companion Program (SCP), Care Companion Program (CCP), and the RSVP (formally Retired Senior Volunteer Program). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home, and contributing to the community.

Services provided for under this Contract are as follows:

A. The **Foster Grandparent Program (FGP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.

B. The **Senior Companion Program (SCP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to adults aged 55 and older with health and functional limitations to enable them to remain as independent as possible in their own homes.

C. The **Care Companion Program (CCP)** provides companionship to adults aged 55 or older residing in assisted living and long-term care facilities. Volunteers do not act as facility support nor should they be performing the role of a staff member at the facility. CCP volunteers must be a minimum of 18 years of age, and neither the volunteer's nor resident's income level is a determining factor for participating in the CCP.

D. **RSVP (formally Retired Senior Volunteer Program)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

A. **FGP** volunteers shall serve youth under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the youths' health status and psychosocial functioning.

B. **SCP** volunteers shall serve adults aged 55 and older with physical, emotional and/or mental health limitations by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

C. **CCP** volunteers are to provide companionship to individual facility residents, particularly ones who generally do not receive visitors on a regular basis.

D. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

A. Program Requirements:

I. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps organization in the designated Service Area.

II. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

III. The Contractor shall comply with all New Mexico laws, rules and regulations (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines (FGP, SCP, RSVP handbooks).

IV. The Contractor will provide ALTSD SSB with copies of their approved Federal E-Grant application(s) and Federal budget(s) as validation of sanction in good standing with AmeriCorps Seniors prior to the start of each fiscal year. In the event an approved Federal E-Grant application and Federal budget are not available, an unapproved (system generated) Federal E-Grant application and Federal budget may temporarily be submitted until the time the approved Federal Grant and budget are available.

V. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection, and reporting.

VI. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers.

a. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the

Contractor shall execute said MOU within fifteen (15) days of final execution of this Contract.

b. The Contractor shall set quarterly progress milestones (e.g., 25% per quarter toward annual goals).
c. The Contractor shall meet 100% of VSY (Volunteer Service Year) and service hours per Section 5 Service Provision of this scope of work and increase volunteer recruitment efforts to maintain compliance.
d. Contractor will develop a volunteer satisfaction survey to be distributed to and completed bi-annually by program volunteers. Volunteer satisfaction rate should be a minimum of seventy-five (75%) percent.
e. Ensure new volunteers finish onboarding and training within 30 days of commitment to program.
f. Track and meet a minimum monthly completion of twenty (20) hours of service per volunteer at five (5) hours per week and up to forty (40) hours per week, not to exceed one hundred sixty (160) hours of service per month.
g. Complete an annual volunteer and volunteer workstation assessment for each volunteer to be completed within the term of this contract.
h. Monitoring cost-efficiency measures such as cost performance, cost per hour of service and expense/revenue ratio to ensure resources are used optimally and effectively. Monitor budget utilization to identify. and correct inefficiencies ensuring projects remain within budget and aligned with performance goals.
i. Contractor shall aim for one hundred (100%) percent of newly onboarded volunteers to complete a minimum of one year of service with seventy-five (75%) percent of volunteers completing more than one calendar service year.

VII. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and expectations as well as the criteria by which each volunteer will be measured. The assignment plan shall also contain documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.

VIII. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.

IX. The Contractor shall ensure that each volunteer meets the eligibility criteria as required by AmeriCorps Seniors program regulations and handbooks.

X. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers with the AmeriCorps Seniors handbook. The

Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within five (5) days of the Department's written request.

XI. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be permited one-time per state fiscal year (per FGP, SCP, CCP, and RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

XII. The contractor must establish written policies and procedures and provide copies to volunteers and the Department as requested or when revised. The Contractor must ensure policy and procedures include the requirements outlined within the FGP, SCP, and RSVP AmeriCorps Seniors handbooks, and state CCP program guidance.

XIII. The Contractor shall notify their designated Department Program Coordinator if they become aware of any circumstances that may impede their ability to meet the established performance measures outlined in this contract. Such notification shall be made in writing and include a detailed description of the issue, potential impacts, and proposed solutions, if applicable.

B. <u>Performance Measures/ Fiscal Requirements</u>:

I. The Contractor shall develop and submit an annual budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets and justifications are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

II. The Contractor shall submit to the Department monthly an invoice for reimbursement not to exceed fifty percent of the total allocation expended for expenditures during the months of July 2026 through December 2026. [Section 6-3-6 NMSA 1978, State Budget Division; Periodic Allotments] The expenditures for any state agency for the first six-month period of each odd-numbered fiscal year shall be limited to one-half of the appropriation or approved budget, whichever is less, for that fiscal year.

III. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditure until all funds are spent, and a final report shall be due as required by the Department each year. Contractor will not be reimbursed by State funds for:

a. The purchase of raw or cooked food, edible products, flatware, crockery,

decorations, etc. unless related to annual Volunteer recognition event.

b. Grantee staff mileage in the form of fuel purchase reimbursement. Mileage reimbursement is restricted to actual miles driven based on a cost-per-mile rate set by the sponsor via written policy equal to or less than the standard Federal mileage rate. Mileage reimbursement to volunteers must be based on a cost-per-mile rate set by the sponsor via written policy. Volunteers are reimbursed for actual mileage within the limits of available funds and local project reimbursement policy not to exceed the current standard Federal mileage rate. Volunteers cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other volunteers.

c. Volunteer costs tied to telework activates not identified as allowable per State rules and regulations, AmeriCorps Senior Corp FGP, SCP, RSVP handbooks, CCP state provided guidance, and state contractual requirements. Teleworking Volunteers are eligible to receive a stipend for allowable activities only as identified within the AmeriCorps Seniors FGP, SCP, and RSVP handbooks.

d. Volunteer meals received through Title III of OAA Local nutrition programs.

e. Operating costs tied to volunteer activates NOT identified as allowable per federal and state rules and regulations and not included in the approved program operating budget.

f. Expenses occurring outside the month being invoiced. Such expenses are considered “adjustments” and must be identified as such on the invoice. An explanation for any "adjustment" must be provided on the invoice page submitted by the contractor. Expenses occurring outside of the current state fiscal year must not be submitted for reimbursement. These expenses are considered “prior year” and not reimbursable under this contract.

g. The purchase of gift cards, staff or volunteer monetary bonuses, or cash gifts.

h. Recognition gift purchases that exceed $80.00 per volunteer per fiscal year including food costs for catered and non-catered events.

i. Purchases for a single item of more than $500.00 that are not included as part of the original approved contract budget. Such purchases must be pre-approved by the Department, and it must be necessary to continue program operations. Approval requests for these types of purchases must be through submission of a letter of justification to the program’s assigned ALTSD SSB Program Coordinator.

j. The contractor may fully expend administrative funds prior to the fiscal year end; however, the contract is required to comply with contract deliverables outlined in this scope of work through the contract term date or until the

contract allocation is fully expended.

k. The contract shall manage monthly expenditures to allow for twelve (12) full months of service hours and operating costs to be covered with this contract allocation. The Department recommends contractors do not exceed 1/12 of the total contract allocation per month in expenditures.

IV. The Contractor shall upload to the corresponding monthly file in Revver all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, and any other financial documents necessary to validate expenditures.

V. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation. If a contract amendment is initiated, the Contractor must complete a Budget Adjustment Request (BAR) form provided by the Department to reflect budgetary changes for Department approval prior to the contract amendment being fully executed. Approval of the BAR is at the discretion of the Department.

VI. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department, warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.

VII. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service. Programs must separately track state funded VSYs, hours served, volunteers, etc. from other funding sources.

VIII. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.

C. <u>Performance Measures/ Reporting Requirements:</u>

I. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. Contractor will submit a separate report per county (service area) and provide totals from those service areas. The Contractor shall upload the reports to the Revver system folder titled “Reports.” The due dates for the reports are as follows:

a. February 1st for the period July 1–December 31
b. June 30th for the period January 1– June 30

II. The Contractor shall submit a semi-annual narrative report to the Revver folder titled "Reports" by February 1.

III. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver folder titled "Reports."

IV. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).

V. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

A. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but are not limited to, visiting volunteer stations, clients, volunteer file review, fiscal review, and Contractors' place of business.

B. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractor's program and fiscal records (for all funding sources, both electronic and hard copy).

C. The Department shall review, certify, and disburse reimbursements to the Contractor upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, time sheets, general ledger, and any other financial document submitted by the Contractor to validate expenditures. The Department shall determine at its sole discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

D. The Contractor authorizes the Department, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state terms and/or to evaluate the Contractor's performance for all funding sources.

E. The Department has final authority over the use of state funds when circumstances arise that reveal conflicting guidance between Federal and State rules and regulation

F. Contractor allocation breakout will be calculated using state funding formula $9,000 per VSY with a mandatory $4,176 of the $9,000 being budgeted by the Contractor in stipends per VSY for FGP and SCP. RSVP allocation breakout will be calculated at $1,000 per volunteer. The allocation breakouts will not exceed the individual program contact amounts per Attachment 2 Budget.

G. The Department will calculate contract amendments to decrease FGP, SCP and RSVP allocations using the state funding formula of $9,000 per VSY with a mandatory $4,176 of the $9,000 being removed from stipends per VSY. RSVP allocation reductions will be calculated at $1,000 per volunteer. All allocation reductions (including CCP) will be assessed using the Contractor's year-to-date expenditures, deliverable levels, and historical performance and deliverable compliance.

5. SERVICE PROVISION

A. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services provided are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative.

B. Volunteer, clients, and persons served eligibility for state-funded Foster Grandparents, Senior Companion (includes state funded only CCP), and RSVP programs is the same as the eligibility for AmeriCorps Seniors. _However, the department secretary may waive any provisions of the AmeriCorps Seniors programs handbook except those which will jeopardize a program's continued federal sponsorship. [9.2.15.9 NMAC, Corporation for National and Community Services Handbook].

C. <u>FGP and SCP Volunteer Cost Reimbursements</u>
AmeriCorps Senior volunteers, Foster Grandparent and Senior Companion Programs must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at $4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

Services performed other than those identified above will not be eligible for stipend, cost reimbursement, or calculated towards the VSY or hours of service requirements per this contract.

D. Care Companion Volunteer Cost Reimbursements

Volunteers must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at $4.00 per hour.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

I. **Foster Grandparent Program (FGP)**: Recruit and place a minimum of 8VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 8,125 hours of service during the contract period.

The goals of FGP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

II. **Senior Companion Program (SCP)**: Recruit and place a minimum of 16 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 16,311hours of service during the contract period.

The goals of SCP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

III. **Care Companion Program (CCP):** Recruit and place a minimum of 1VSY in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 1,044 hours of service during the contract period.
The goals of Care Companion Program are to:

Provide companionship to older adults 55 or older residing in assisted living and long-term care facilities, particularly those who generally do not receive visitors on a regular basis.

IV. **RSVP**: Recruit and place a minimum of 61 volunteers in community placements in Santa Fe County, to provide a minimum of 61,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

ATTACHMENT 2
BUDGET

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract is to provide funding for FY27 as follows:

Foster Grandparents Program	$ 70,042.04
Senior Companion Program	$140,615.97
RSVP	$ 60,616.64
Care Companion Program	$ 6,835.35
FY 27 Total	**$ 278,110.00**

The total amount payable under this contract shall not exceed $ 278,110.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 06/03/2026

Project Title: Care Companion Program (CCP)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2724104

Grant ID: S2701

Approved By: BSG 6.11.26/ ERIKA LUJAN (Jun 11, 2026 13:48:48 MDT)

(Finance Use Only)

Department: Community Services/Senior Services Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2026 to 06/30/2026 ☐ Create Fixed Asset

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

Funding Source: New Mexico Agency on Aging % of Funding: 50%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $6,835.35

Funding Source: _____ % of Funding: _____

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

Expense String Phase: Local 50% TBD

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

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

Phase: See Attached MUNIS ORG: 2410116 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $278,110.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 27-624-4000-0024 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

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

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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 06/03/2026

Project Title: Foster Grandparent Program (FGP)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2724101

Grant ID: F2703/S2701

Approved By: BSG 06.11.26/ ERIKA LUJAN ERIKA LUJAN (Jun 11, 2026 13:48:48 MDT)

(Finance Use Only)

Department: Community Services/Senior Services Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

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

Funding Source: New Mexico Agency on Aging % of Funding: 26%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $70,042.04

Funding Source: US Dept. of Health & Human Services % of Funding: 13%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: $35,513.00

Expense String Phase: Local 61% TBD

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

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

Phase: See Attached MUNIS ORG: 2410116 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $278,110.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 27-624-4000-0024 Federal CFDA (if applicable):

Grantor Name: Corporation for National and Community Services (USDHHS) Awarded Amount: $35,513.00

AR Charge Code: 2410116.49510 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 26SFDNM006 Federal CFDA (if applicable): 94.011

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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 06/04/2026

Project Title: Retired Senior Volunteer Program (RSVP)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2724103

Grant ID: F2703/S2701

Approved By: BSG 6.11.26/ ERIKA LUJAN (Jun 11, 2026 13:48:48 MDT)

(Finance Use Only)

Department: Community Services/Senior Services Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2026 to 06/30/2027 / 03/31/2027 ☐ Create Fixed Asset

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

Funding Source: New Mexico Agency on Aging % of Funding: 24%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $60,616.64

Funding Source: US Dept of Health & Human Services % of Funding: 29%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: $75,000.00

Expense String Phase: Local 47% TBD

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

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

Phase: See Attached MUNIS ORG: 2410116 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $278,110.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 27-624-4000-00024 Federal CFDA (if applicable): 55%

Grantor Name: Corporation for National and Community Services (USDHHS) Awarded Amount: $75,000.00

AR Charge Code: 2410116.49510 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 26SRDNM001 Federal CFDA (if applicable): 94.002

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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 06/03/2026

Project Title: Senior Companion Program (SCP)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2724102

Grant ID: S2701

Approved By: BSG 06.11.26/ ERIKA LUJAN (Jun 11, 2026 13:48:49 MDT)

(Finance Use Only)

Department: Community Services/Senior Services Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

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

Funding Source: New Mexico Agency on Aging % of Funding: 50%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $140,615.97

Funding Source: _____ % of Funding: _____

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

Expense String Phase: Local 50% TBD

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

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

Phase: See Attached MUNIS ORG: 2410116 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $278,110.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 27-624-4000-0024 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

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

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services / Senior Services	6/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Out of State Per Diem	2410116	560200	COM2724102 SCP		(1,250)
Out of State Transportation	2410116	560500	COM2724102 SCP		(750)
Advertising	2410116	561850	COM2724102 SCP		(7,100)
Advertising	2410116	561850	COM2724101 FGP		(4,000)
Recognition	2410116	562850	COM2724104 CCP		(262)
Stipends	2410116	562975	COM2724102 SCP		(4,176)
Stipends	2410116	562975	COM2724101 FGP		(8,352)
REVENUES				{enter as negative #}	{enter as positive #}
NM Agency on Aging	2410116	490240	COM2724101 FGP		12,352
NM Agency on Aging	2410116	490240	COM2724102 SCP		13,276
NM Agency on Aging	2410116	490240	COM2724104 CCP		262
				$ -	$ -

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

New Mexico Aging & Long-Term Services Departmen has decreased FY27 IGA # 27-624-4000-0024 award

Decrease stipend line item and move operation dollars where they will be used in the upcoming FY

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

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

Theresa Trujillo Theresa Trujillo 6/10/2026
Prepared By {print name} Date

Manuel Sanchez Manuel Sanchez (Jun 11, 2026 11:02:47 MDT) Jun 11, 2026
Division Director Signature {optional} Date

Sandra Emory Sandra Emory Jun 11, 2026
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 06/11/2026
Budget Officer Date

ANDREA PHILLIPS (Jun 11, 2026 15:44:48 MDT) 06/11/2026
Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Signature: Theresa Trujillo

Email: tptrujillo@santafenm.gov

NM ALTSD Volunteer Programs #27-264-4000-0024

Final Audit Report 2026-06-11

Created:	2026-06-11
By:	BRITTANY GURULE (bsgurule@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAxrq2Fw9_shCJeX9_EEQNSLkShpTJtwv0
Documents:	NM ALTSD Volunteer Programs #27-264-4000-0024.pdf (29 pages)

"NM ALTSD Volunteer Programs #27-264-4000-0024" History

Document created by BRITTANY GURULE (bsgurule@santafenm.gov)
2026-06-11 - 7:36:53 PM GMT- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-06-11 - 7:40:38 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-06-11 - 7:48:48 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-11 - 7:49:02 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-11 - 8:15:33 PM GMT- IP address: 104.47.65.254

Document declined by Andrew Hopkins (ajhopkins@santafenm.gov)
Decline reason: 2410116.561850 only has $203.20 remaining out of a total budget of $6,200. So decreasing this budget by $11,100 is completely out of the question.
2026-06-11 - 8:19:32 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

CITY OF SANTA FE
FIRE DEPARTMENT

June 1st , 2026

Firework Permit Number

2026-0002

ATTN: Western Enterprises, Inc/ Kiwanis Club of Santa Fe- James Burnett
(580) 855-2203

RE: Santa Fe Kiwanis 4th of July
1027 Camino Carlos Rey – Franklin Miles Park

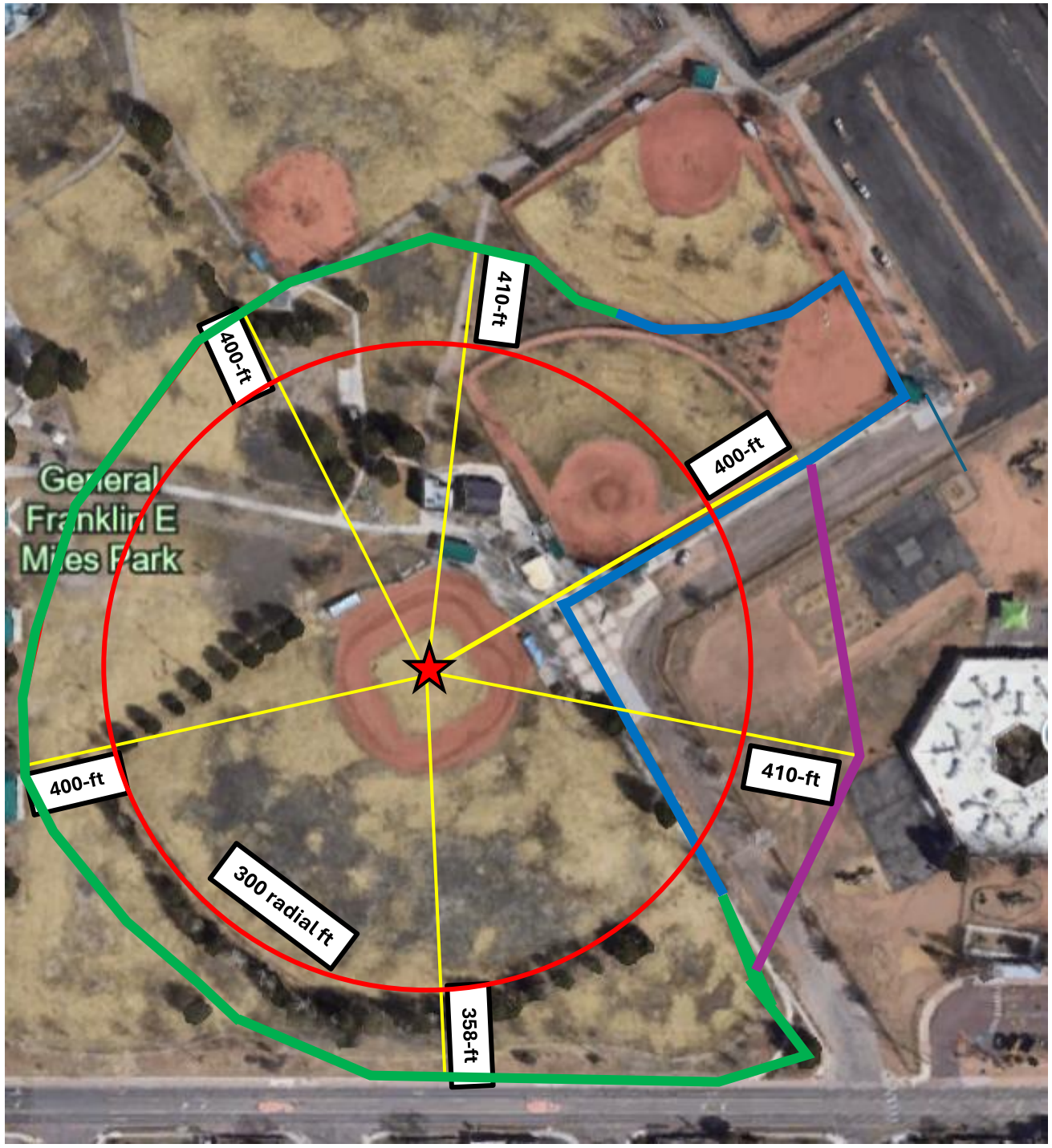
This firework display permit shall be officially recognized if the following conditions are complied with the IFC 2021 Section 105.5.42:

1. Permission is granted for 1.3 G display fireworks & 1.4 G Articles Pyrotechnic, UN0431(professional use ONLY) as per the IFC 2021 Section 5608.3.
2. Shall provide this firework permit signed by the Fire Marshal/ Fire Code Official filled out on site for verification.
3. Site map with firing site(s), drop zone distances, and safe zone distances.
4. Shall provide no smoking signs.
5. Shall include date, time, and location on site map.
6. List of all fireworks to be used with their descriptions.
7. As soon as fireworks arrive on site, they will not be left unattended under any circumstances.
8. In the event of unfavorable wind conditions, the firework display will be postponed until favorable wind conditions exist (wind conditions not to exceed 10 mph).
9. If **any** of the above requirements are **NOT FOLLOWED**, this firework permit **will be REVOKED** by the fire code official. The applicant acknowledges and agrees to this statement and all requirements listed above.

Fire Chief/ Fire Code Official

6.3.2026

(Date Permit was created/Signed)



Santa Fe, NM 2026 - Franklin Miles Park

- **Red star** denotes approximate firing location of fireworks
- Yellow lines represent distances from firing site.
- **Safety Perimeter** indicated by outside green line, outside blue line and where purple line connects with blue line and green line.
- **NO spectators or vehicles allowed inside safety perimeter during fireworks display.**
- **Sponsor is responsible for providing security personnel, fencing and other barriers to keep spectators and vehicles outside Safety Perimeter.**
- **Green line** represents hard perimeter using ped rail barricade with snow fence attached. No gaps.
- **Blue line** represents existing fence line.
- **Purple line** represents a boundary created by poles and caution tape.
- **Red circle** represents a 300 ft radial distance from the firing site.
- Spectators will be able to walk on the closed street south of perimeter. Walking trail and sidewalk will remain clear during fireworks show.
- Monitors and security will be monitoring the entire perimeter fence line, with posted positions at every access point.

May 28, 2026

Interim Chief Scott Ouderkirk &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

Re: Fireworks Permit application for Santa Fe Kiwanis 4th of July

Dear Interim Chief Scott Ouderkirk & Fire Marshal Griego:

We have been contacted by Mr. Sandovol of the Santa Fe Kiwanis and he has asked that we conduct the fireworks display for the July 4th celebration in Santa Fe. I didn't know if I needed to request the Morning of July 5th as an alternate to shoot off the fireworks, in case of cancellation due to rain/weather. I did list it on the permit application. As per his request for the display, we are enclosing the following information.

1) Certificate of Insurance for Fireworks Displays covering both 7/4/26 & alternate rain date the morning of 7/5/26, noting additional insureds of Santa Fe Kiwanis, City of Santa Fe and its agents and Santa Fe Public Schools & State of NM General Services Department /Facilities
2) Copy of New Mexico State Fire Marshal's Fireworks License for Western Enterprises, Inc.
3) Copy of BATF&E Explosives License for Western Enterprises, Inc.
4) Copy of United States DOT "Hazardous Materials Safety Permit" for Western Enterprises, Inc
5) Approximate Product Listing of fireworks that will be used in the 4th of July fireworks display for Santa Fe Kiwanis. (Please note; the largest size aerial shell is three-inch (3") diameter.
6) Copy of a site map diagram of the launch site of the fireworks display, with notations for secured safety perimeter ("fall-out area" of fireworks display)
7) A list of the pyrotechnic crew (will forward when Nick Flores or Matthew Flores has confirmed)

City of Santa Fe Fire Department
P.O. Box 909, 200 Murales Road · Santa Fe, New Mexico 87504
(505) 955-3110 · FAX (505) 955-3115

Fire Prevention Use Only:
Date Request Received: _____ Date of Burn: _____ Permit #: _____

1.3 G Display Fireworks & 1.4G Articles Pyrotechnic, UN0431 (for professional use ONLY)

FIREWORKS PERMIT APPLICATION

APPLICANT NAME: Western Enterprises, Inc / Kiwanis Club of Santa Fe

MAILING ADDRESS: PO Box 60 CITY, ZIP: Carrier, OK 73727

PHONE: (580) 855-2203 FAX: (____) ____-____

E-MAIL: cheryld@fireworksbywestern.com

FIREWORKS SITE LOCATION: Franklin Miles Park 1027 Camino Carlos Rey, Santa Fe, NM 87505

OWNER/BUSINESS NAME (if applicable): _____

PURPOSE OF FIREWORKS: Santa Fe Kiwanis 4th of July

TYPE OF BURN MATERIALS INVOLVED:
1.3 G Display Fireworks & 1.4G Articles Pyrotechnic, UN0431 (for professional use ONLY)

PROTECTIVE MEASURES (i.e. fire extinguisher, hose at what distance from burn, etc.):
Security for perimeter as noted on map, fire extinguisher, fire department on site

DATE OF FIREWORKS: July 4, 2026 & July 5, 2026 morning due to weather cancellation on 7/4/26
START TIME OF DISPLAY: Apprx 9:20pm - 9:40pm END TIME OF DISPLAY: apprx duration 17:00 min
ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.:
Sarah Pecha 580-855-2203 PER Ray Fire TIme Approx 9:20pm-9:40pm depending on sunset
duration approx 17 min

APPLICANT SIGNATURE: _____ DATE: 5-28-26

☐ Please indicate if you are non-profit by checking this box. Proof must be given of non-profit status.
$10 fee for all burn permits, except non-profits

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2026

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:**
INSURED Western Enterprises, Inc. 13513 W. Carrier Road Carrier OK 73727	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : HDI Global Specialty SE INSURER B : Palomar Excess and Surplus Insurance Company — 16754 INSURER C : Continental Indemnity Company — 28258 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1085577075 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC	Y		AESPLMR-GL-26-00044	2/15/2026	2/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS — SCHEDULED AUTOS X HIRED AUTOS — X NON-OWNED AUTOS			BESCRMPOK011601_171282_01	2/15/2026	2/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB — CLAIMS-MADE DED — RETENTION $			25QS1630	2/15/2026	2/15/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Additional Insureds: Kiwanis Club of Santa Fe & its Agents; Kiwanis Club International; State of NM, General Services Department/Facilities Management Division; Santa Fe Public Schools; City of Santa Fe & Its Agents; SREG Santa Fe LLC; Antiqua Sol LLC.; Public Service of New Mexico

Display Date: July 4, 2026
Alternate Date: July 5, 2026

Location: Santa Fe, NM

CERTIFICATE HOLDER

Kiwanis Club of Santa Fe
c/o Ray Sandoval
PO Box 622
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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New Mexico Department of Homeland Security And Emergency Management

STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY

In accordance with the Fireworks Licensing & Safety Act 60-2C-1 Through 60-2C-11
Effective February 1990, and subsequent amendment (1997 & 1999)

Western Enterprises, Inc
13513 W. Carrier Road
Carrier OK 73727

This license is issued to the person, firm, or corporation selling DISPLAY FIREWORKS.

THIS LICENSE IS NON-TRANSFERABLE AND MUST BE DISPLAYED AT ALL TIMES

NOTICE: This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter #60 Article #2C NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"

ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 1/29/2026

2026
Expires 01/31/2027

CLASS B
DISTRIBUTOR
LICENSE
#25-4-005

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	5-OK-047-23-7D-00004
Chief, Federal Explosives Licensing Center (FELC)	Mama Howard	Expiration Date	April 1, 2027

Name
WESTERN ENTERPRISES INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
13513 W CARRIER ROAD
CARRIER, OK 73727-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature — Position/Title: President

Printed Name: James V. Burnett — Date: 6/3/2024

Mailing Address (Changes? Notify the FELC of any changes.)
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727-

Previous Edition is Obsolete — WESTERN ENTERPRISES INC:13513 W CARRIER ROAD:73727:5-OK-047-23-7D-00004:April 1, 2027:23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **WESTERN ENTERPRISES INC**

Business Name:

License/Permit Number: **5-OK-047-23-7D-00004**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **April 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

May 29, 2026

Santa Fe Fire Department
Attn: Chief Brian Moya & FM Geronimo G. Griego
Po Box 909
200 Morales Road
Santa Fe, NM 87504

Dear Sirs:
Attached you will find the product list of the fireworks that will be staged for Santa Fe's 4th of July fireworks at Franklin Miles Park, Santa Fe NM.

1.3G Display Fireworks
170 – 2.5" Aerial Shells
800 – 3" Aerial Shells
250 -.50" – 1.25" Aerial effects (Multi-shot cake barrages)

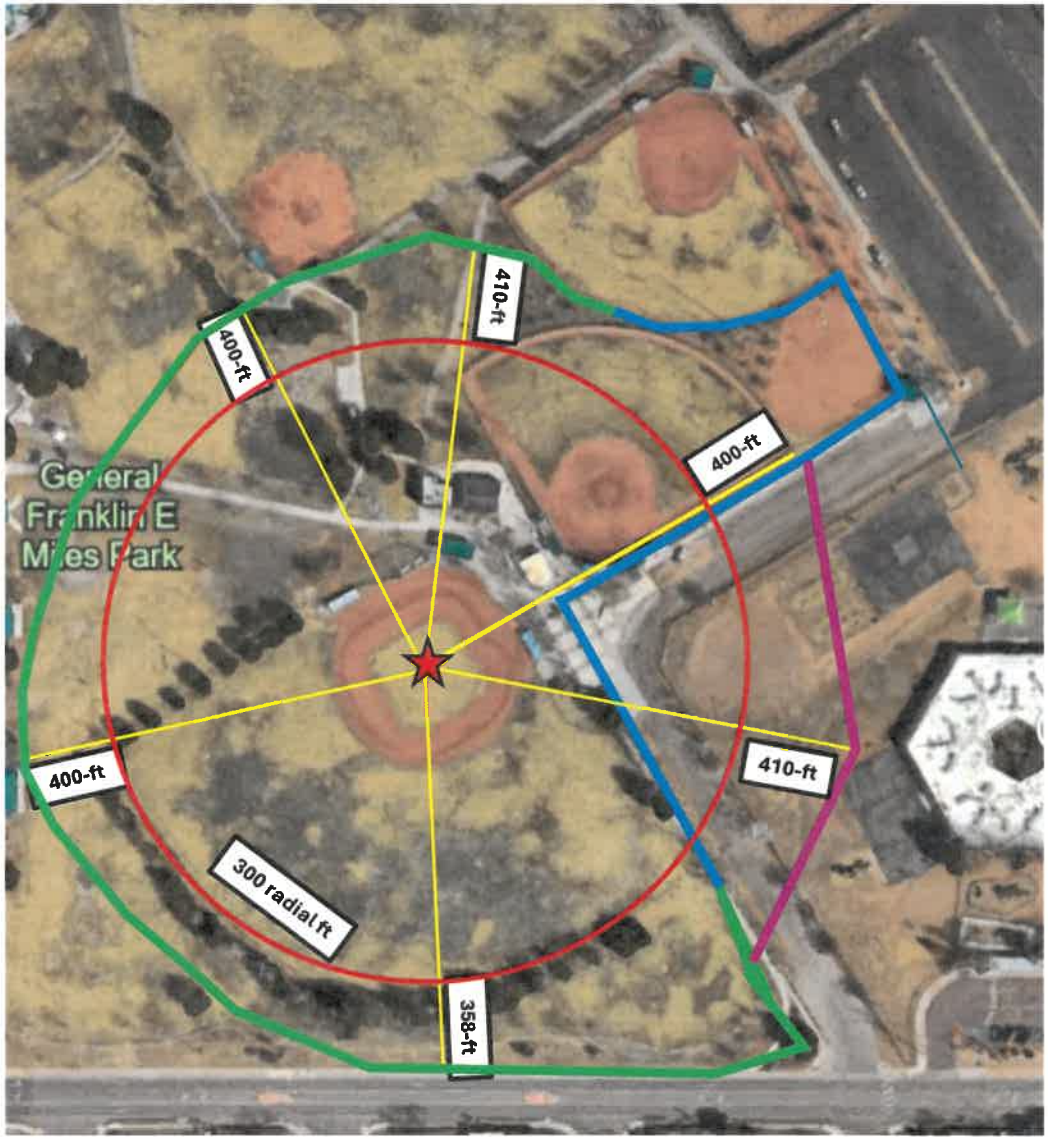
1.4G UN0431 Articles Pyrotechnics (For Professional Use Only)
1525 - .50" – 1.25" Aerial effects (Multi-shot cake barrages)
50 – 2" Aerial effects (Multi-shot cake barrages)

Thank you for your attention. Please do not hesitate to contact us.

Respectfully,

Jim Burnett
WESTERN ENTERPRISES, INC.

P.O. Box 60 · Carrier, Oklahoma 73727 · Phone: (580) 855-2203
Web Site: www.fireworksbywestern.com



Santa Fe, NM 2026 - Franklin Miles Park

- **Red star** denotes approximate firing location of fireworks
- Yellow lines represent distances from firing site.
- **Safety Perimeter** indicated by outside green line, outside blue line and where purple line connects with blue line and green line.
- **NO spectators or vehicles allowed inside safety perimeter during fireworks display.**
- **Sponsor is responsible for providing security personnel, fencing and other barriers to keep spectators and vehicles outside Safety Perimeter.**
- **Green line** represents hard perimeter using ped rail barricade with snow fence attached. No gaps.
- **Blue line** represents existing fence line.
- **Purple line** represents a boundary created by poles and caution tape.
- **Red circle** represents a 300 ft radial distance from the firing site.
- Spectators will be able to walk on the closed street south of perimeter. Walking trail and sidewalk will remain clear during fireworks show.
- Monitors and security will be monitoring the entire perimeter fence line, with posted positions at every access point.

Operations schedule for Santa Fe 4th of July fireworks display

FRIDAY – 7/3/26

7:00 AM – Finish	Crew begins "load-in" of mortars and racks on location. Mortars And racks are covered with plastic and secured for night. Crew Leaves site for night

SATURDAY – 7/4/26

6:00 AM – Finish	**(1)** Crew arrives early, begins "loading of fireworks" into mortars and racks. **(2)** Security of fireworks site is confirmed at all times when product is on site. **(3)** Fireworks are wired into electrical rails, and electrical firing connections are confirmed for continuity. **(4)** Communication is confirmed with all security personnel and also with sound contractor for the event. **(5)** Continuity test check made before show. **(6)** Security of entire display site is confirmed with Police and Fire. **(7)** At designated time the display is fired. **(8)** After fireworks display is over, there will be a "quick-check" of the grounds for any unexploded pyrotechnics, and cool-down of mortars and racks. **(9)** Mortars and racks are checked for any unfired pyrotechnics. **(10)** All fireworks equipment is loaded back into truck. **(11)** Final check of site before leaving.

SUNDAY– 7/5/26

7:00 AM – Finish	Crew members arrive back on site to do "first-light check" of area for any unexploded pyrotechnics.

Pyrotechnic Crew for Santa Fe 4th of July fireworks display

Nick Flores– Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-699-8727

Matthew Flores – Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-670-9530

Assistants:

Will forward when confirmed.

U.S. Department
of Transportation

**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 14, 2025

In reply refer to:
USDOT Number: 203517

JAMES V. BURNETT
PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: July 14, 2025

Dear JAMES V. BURNETT:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning July 14, 2025 and remain effective through July 31, 2027 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

NOTICE OF CLEARANCE 03/26/2026

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 03/26/2026

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: WESTERN ENTERPRISES INC
Federal Explosives license/permit no.: 5-OK-047-23-7D-00004
Explosives License/Permit Type : 23-IMPORTER OF EXPLOSIVES
Expiration Date : April 1, 2027

13513 W CARRIER ROAD
CARRIER, OK 73727

continued from previous page

LAST NAME, First Name, Middle Name	Clearance Status
[redacted]	Cleared
0016 CHAPMAN, EDWARD A	Cleared
0017 CONNELLY, KEVIN JOHN	Cleared
0018 COON, JAMES FLOR MICHAEL	Cleared
0019 DAVIS, CHERYL ANN	Cleared
0020 DEAN, LAVA LYNN	Cleared
0021 DEAN, JEFFERY JIM	Cleared
[redacted]	Cleared
0023 EVERLY, PAUL ANDREW	Cleared
0024 ENGLAND CZYZEWSKI, [redacted]	Cleared
[redacted] FISHER, PHILLIP DEAN	Cleared
0026 FLORES, MATTHEW PLACIDO	Cleared
0027 FLORES, NICOLAS STEVEN	Cleared
[redacted]	Cleared
0029 GARCIA, NATHANIEL CHRISTOPHER	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

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1. **WARNING. Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.**
2. **"DENIED" STATUS. If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).**
3. **CHANGE IN RESPONSIBLE PERSONS. You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.**
4. **CHANGE OF EMPLOYEES. You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.**

Premises Address: 13513 W CARRIER ROAD
CARRIER, OK 73727

Mailing Address:
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 2
Number of EMPLOYEE POSSESSOR(S): 87

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	2
0001 BURNETT, JAMES VINCENT	Cleared
0002 PECHA, SARAH E	Cleared
EMPLOYEE POSSESSORS:	87
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared

continued

LAST NAME, First Name, Middle Name	Clearance Status
[redacted]	Cleared
0005 BIGGS, BRADLEY DEAN	Cleared
[redacted]	Cleared
0007 BLOMSTEDT KRAFT, KILE ANTHONY	Cleared
0008 BOHANAN, RAY ALLEN	Cleared
[redacted]	Cleared
[redacted]	Cleared
0011 BULLER, LARRY DON	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared

OK-047-23-7D-00004 expiration date April 1, 2027 WESTERN ENTERPRISES INC OF: 13513 W CARRIER ROAD, CARRIER, OK 73727

CERTIFICATE OF TRAINING

THIS ACKNOWLEDGES THAT

MATTHEW FLORES

HAS SUCCESSFULLY COMPLETED THE

FIREWORKS DISPLAY SAFETY TRAINING

Conducted by Western Enterprises, Inc. in Albuquerque, New Mexico Awarded this 30th day of May 2026.

2026

COMPANY INSTRUCTOR
WESTERN ENTERPRISES, INC.

5/30/2026

DATE

APA UNIVERSITY

CERTIFICATE OF ACHIEVEMENT

Matthew Flores

APA Display Operator Training

12/21/2023
Completion Date

6 Credit Hours

12/20/2026
Renewal Date

Julie Heckman
Julie Heckman
APA Executive Director

Katherine Bain
Katherine Bain
Amerisafety, LLC

APA UNIVERSITY

CERTIFICATE OF ACHIEVEMENT

Nicolas Flores

APA Display Operator Training

12/21/2023
Completion Date

6 Credit Hours

12/20/2026
Renewal Date

Julie Heckman
Julie Heckman
APA Executive Director

Katherine Bain
Katherine Bain
Amerisafety, LLC

NOTICE OF CLEARANCE

03/26/2026

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 03/26/2026

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13513 W CARRIER ROAD
CARRIER, OK 73727

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0024 ENGLAND CZYZEWSKI, STEPHEN TALMADGE	Cleared
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0027 FLORES, NICOLAS STEVEN	Cleared
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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
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Julie Heckman
Julie Heckman
APA Executive Director

Katherine Bain
Katherine Bain
Amerisafety, LLC

City of Santa Fe, New Mexico
Memorandum

DATE: **June 9, 2026**

TO: **Governing Body**
Finance Committee

FROM: **Ben Valdez, Interim Chief of Police** B. Valdez
B. Valdez (Jun 11, 2026 11:23:40 MDT)
Lead Negotiator for the FY27 Management Team

ITEM AND ISSUE:
Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY27. The contract includes salary increases in the amount of $(508,985) for sworn and civilian bargaining unit employees. Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

For FY27 the City of Santa Fe allocated $(508,985), which was an equivalent of a 2.5% increase per funded position for Santa Fe Police Officers Association (SFPOA) bargaining unit employees. The agreement was ratified and approved by the SFPOA for a 2.5% increase for each funded position for SFPOA bargaining unit employees.

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association.

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICERS ASSOCIATION

Whole Agreement in Effect

July 1, 2025 through June 30, 2028

With changes to Whole Agreement effective July 1, 2025

Year number 2 of Whole Agreement

TABLE OF CONTENTS

	TITLE	PAGE
I	AGREEMENT	2
II	MANAGEMENT RIGHTS	3
1	ASSOCIATION REPRESENTATIVE	4
2	LOST, DAMAGED OR STOLEN PROPERTY	5
3	UNIFORMS	5
4	FIREARMS TRAINING	6
5	TIME OFF TO VOTE	7
6	TRAINING AND EDUCATION	7
7	MATERNITY LEAVE	8
8	MILITARY LEAVE	8
9	ANNUAL MILITARY TRAINING	9
10	LEAVES OF ABSENCE WITHOUT PAY	9
11	HARASSMENT	10
12	EMPLOYEE SAFETY AND HEALTH	10
12A	LIGHT DUTY	11
12B	MEDICAL SEPARATION	11
13	ADMINISTRATIVE LEAVE	11
13B	PERSONAL HOLIDAY	11
14	[RESERVED]	12
15	EXAMINATIONS	12
16	COMPENSATION	13
17	ANNUAL LEAVE	20
18	SENIORITY	21
18A	RE-EMPLOYMENT	23
18B	LATERAL HIRE PROGRAM	23
19	HOLIDAYS	24
20	SICK LEAVE	25
21	HOURS OF WORK AND OVERTIME	30
22	EXTRA DUTY ASSIGNMENTS	31
23	OUTSIDE EMPLOYMENT	32
24	EARLY RETIREMENT	32
25	LIABILITY PROTECTION	33
26	GROUP MEDICAL INSURANCE	33
27	WORKERS COMPENSATION	34
28	JURY DUTY AND WITNESS PAY	34
29	ON CALL AND CALL BACKS	34
30	DEFERRED COMPENSATION PROGRAM	36
31	CHECK OFF AUTHORIZATION	36
32	LAY OFF AND RECALL	36
33	INTERNAL AFFAIRS	37
34	DISCIPLINARY ACTION	41
35	GRIEVANCE AND APPEAL PROCEDURES	46
36	PROBATION PERIOD	49
37	FILLING OF VACANCIES	49
38	EDUCATIONAL INCENTIVE PAY	56
39	STAFFING	56
40	LABOR MANAGEMENT COMMITTEE	56
41	CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGS	57
42	CONTRACT INCLUDES ENTIRE AGREEMENT	57
43	SAVINGS CLAUSE	57
44	TERMS OF AGREEMENT	58
	APPENDIX A - PEACE OFFICER'S ACT	59
	APPENDIX B - CAR PLAN	62
	APPENDIX C - WORKERS COMPENSATION POLICY	67
	APPENDIX D - DRUG AND ALCOHOL TESTING POLICY	68

I. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the “Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

WHEREAS, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

NOW THEREFORE, IT IS HEREBY AGREED:

A. The City of Santa Fe recognizes the Santa Fe Police Officer’s Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.

B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances;

2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made~~;~~ and

3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.

C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;

D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

II. MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.

B. Determine qualifications for employment and content of personnel examinations.

C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.

D. Direct employees and evaluate their performance, based on standards of work established by the Department.

E. Determine the standards for hire, promotion, and assignment.

F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.

G. Suspend, demote, discharge, or terminate employees for cause.

H. Relieve an employee from duty for cause or due to reduction in work force.

I. Determine the location and operation of its facilities.

J. Determine the number of personnel allocated by position and minimum staffing levels by unit.

K. Maintain the efficiency of government operations.

L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.

M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.

N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.

O. Determine methods, processes, and means by which Department services are provided.

P. Provide rules and regulations governing the conduct of employees.

Q. Retain all rights not specifically limited by this collective bargaining Agreement or by the Public Employee Bargaining Act.

Section 1 ASSOCIATION REPRESENTATIVE

A. The Employer will have an open door policy for the Association Representative for the length of this contract. The Association and the Employer agree to attempt to handle all grievances at the lowest level. At the Chief's discretion and upon written request additional time may be granted for other activities (i.e. meetings, trainings, etc.).

B. At the discretion of the Chief, representatives of the Association may be granted time off without pay for the purpose of attending training related to labor/management relations not to exceed 216 hours per calendar year for all representatives collectively. Each employee shall be responsible for arranging the time off with their immediate supervisor. Time off shall not be unreasonably denied. All training time will be documented on a Request for Leave form.

C. The Chief of Police or designees shall provide administrative leave with pay for the Union President/Vice President/Secretary/Treasurer and Board Members on duty to assist in the resolution of union/management issues, when such leave is in the interest of the efficiency of City Government and in the best interest of the police department. All time off with pay for union/management business, shall be documented on payroll time sheets, and on P-30 leave request forms as "union" administrative leave. Union representatives shall first request and receive authorization from their supervisors prior to leaving their work sites for any union/management business. Time off shall not be unreasonably denied. Union Officers/ Representatives who work during swing or graveyard shift may have their work schedules adjusted when it is necessary to attend official union/management meetings during normal business hours with the Employer.

On duty representatives shall be restricted to a maximum amount of Union Administrative Leave per year to assist in the resolution of union/management issues.

- President 420 hours per year
- Vice President 360 hours per year
- Secretary 120 hours per year
- Treasurer 120 hours per year
- Other Board Members 80 hours per year

With the exception of Labor Management or Negotiations, for any above given meeting or grievance, no more than two (2) union representatives; shall be allowed to leave the work site and/or receive compensation, except as allowed by the Chief.

D. **WORK STOPPAGES**

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.

B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.

C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

Section 3 UNIFORMS/CLOTHING

A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.

B. Bargaining unit employees will be allocated $650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional $50.00 annually for a total allocation of $700.00 annually on the check identified above. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

1)	Shirts	11)	Cold Weather Clothing
2)	Trousers	12)	Socks
3)	Ties	13)	Raingear
4)	Footwear	14)	Patches
5)	Jackets/Coats	15)	Nametags
6)	Gloves	16)	Pins
7)	Equipment Belts	17)	Court Attire
8)	Equipment Holsters	18)	Coveralls
9)	Headwear	19)	Safety Vests
10)	Trouser Belts	20)	Flashlight
		21)	Non-Prescription Safety Eyewear

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

Section 4 FIREARMS TRAINING

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training. At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

Section 5 TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Section 6 TRAINING AND EDUCATION

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."

2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

Section 7 MATERNITY LEAVE

The City will comply with the provisions of the Family Medical Leave Act.

Section 8 MILITARY LEAVE

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

1to 30 days – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

31 to 180 days – The employee can return to work within **14 days** after the active military orders expire.

Over 180 days - Employee can return to work within **90 days** after the active military orders expires.
EXAMPLE; if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1st,** the employee is not required to return to work until at least **July 14.**

To the extent the above is inconsistent with USERRA, USERRA will govern.

Section 9 ANNUAL MILITARY TRAINING

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

Training orders:
Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

Active Duty/ Deployment orders:
Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.

Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

Section 11 HARASSMENT

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

COMPLAINT PROCEDURE:

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

Section 12 EMPLOYEE SAFETY AND HEALTH

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3. Comply with applicable laws.

Section 12A LIGHT DUTY

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

Section 12B MEDICAL SEPARATION

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

Section 13 ADMINISTRATIVE LEAVE

A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

B. **Special Days**:

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.

2. Ten (10) hours administrative leave for every calendar year of unused sick leave.

C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15th of each year.

Section 13B PERSONAL HOLIDAY

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

Section 14 [Reserved]

Section 15 **EXAMINATIONS**

A. **Physical Fitness:**

1. All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.

2. All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.

3. In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.

   a. The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.

   b. Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.

   c. Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.

   d. An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.

   e. This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60)

days written notice of intent to the Association. The Employer and the Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.

f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

B. **Medical Physical**

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

C. **Psychological Evaluations**

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

D. **Drug and Alcohol Testing**

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

E. **ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

Section 16 COMPENSATION

A. PAY PLAN

1. PAY PLAN - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions**:

1. Sworn positions shall consist of the following classifications:

Police Officer	*Senior Police Officer*
Police Detective	*Police Sergeant*

b. **Non-Sworn Positions**:

1. Non-sworn positions shall consist of the following classifications:

Public Safety Aide	*Animal Service Officer*
Crime Scene Technician	*Property-Fleet Manager*
Evidence/Property Technician	*Police Training Administrator*

2. SALARY INEQUITIES – Possible salary inequities that are discovered shall be reviewed by the Police Chief and HR, and any actions shall require approval of the City Manager.

3. SALARY INCREASE -
The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

- **Fiscal Year 2027:**

  The salary increase will be effective the first full pay period in fiscal year 2027 and upon approval of this agreement by the City's Governing Body.

  Sworn Positions:

  Bargaining Unit employees in a Sworn Position will increase to the minimum of the classification pay rate. Employees that are above the minimum of the classification pay rate will receive a two and a half percent (2 ½) increase from their current rate of pay.

Police Officer	$36.9820
Senior Police Officer	$44.1468
Detective	$44.4748
Sergeant	$51.2808

Non-Sworn Positions:

Bargaining Unit employees in a Non-Sworn Position will increase to the minimum of the classification pay rate. Employees that are above the minimum of the classification pay rate will receive a two and a half percent (2 ½) increase from their current rate of pay.

Public Safety Aide	$23.0728
Animal Services Officer	$23.0728
Crime Scene Technician	$28.0850
Property-Fleet Manager	$28.8649
Evidence/Property Technician	$23.0728
Police Training Administrator	$28.8649

B. PROMOTIONS

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.

    a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.

    b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.

2. Non-probationary employees who meet the minimum requirements/qualifications for Detective and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/ classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

C. COURT ALLOWANCE

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime.* Employees appearing in court during their tour of duty will receive "court time.

D. BILINGUAL PAY

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this sub-section. The languages currently recognized by this agreement are as follows:

   -Spanish

2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.

3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.

4. Employees who are certified in the conversational area shall be paid $100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.

5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid $140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the $140.00**.** Proof of certification shall be prepared by the said

neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.

6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).

7. Payments under this plan shall be made the first pay period after testing has been completed.

E. SPECIALIZED UNITS:

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	$100.00 per month
K-9 Officers	$100.00 per month
E.O.D.	$100.00 per month
F.T.O.	$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O. Certification, Basic SWAT Certification, EOD certification, K-9 Certification)

Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

F. FIELD TRAINING PROGRAM

There will be 8 eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training. The FTO incentive pay shall only be for the 8 sworn personnel assigned as FTO's conducting patrol field training for police cadets and lateral police officers.

G. SHIFT DIFFERENTIAL

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
Police Officer	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 60 months of service with any law enforcement department	**$36.9820**
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	**$44.1468**
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	**$44.4748**
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	**$51.2808**
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

Classification Non – Sworn	Minimum Pay Rate
Public Safety Aide	**$23.0728**
Animal Services Officer	**$23.0728**
Crime Scene Technician	**$28.0850**
Property – Fleet Manager	**$28.8649**
Evidence/Property Technician	**$23.0728**
Police Training Administrator	**$28.8649**

Section 17 ANNUAL LEAVE

A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):

0-1 year of service: up to 100 hours per calendar year.

1-5 years of service: up to 126 hours per calendar year.

5-10 years of service: up to 146 hours per calendar year.

10-15 years of service: up to 167 hours per calendar year.

15-20 years of service: up to 191 hours per calendar year.

20 and more years of service: up to 215 hours per calendar year.

B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.

C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.

D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:

1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.

2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.

3. Sufficient City funding is available.

F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.

G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Section 18 SENIORITY

A. Department Seniority is defined in Department Directive 15.1 Seniority:

1. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)

B. Seniority Determination for Groups of Employees Hired the same day in the same classification:

1. Groups of employees with the same date of hire in the same classification shall be identified.

2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.

3. If employees have the same overall test score on the entrance examination administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.

- Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most

seniority and the employee with the highest lottery number will have the least seniority within that group.

4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.

5. Seniority shall be defined as continuous time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue. Continuous service with the Santa Fe Police Department in civilian status SHALL NOT count for seniority purposes upon transfer to sworn commission status.

6. In the case of Patrol Section, Criminal Investigations Section Division, Support Operations Section, and Administration Division time within the division/section/unit will be the considering factor for equipment/vehicle issue.

7. Sergeants will continue to utilize time in service in these areas.

8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

C. **Patrol Shift Bid**:

1. Patrol Shift Bid will only be conducted for Sergeants and Police Officers assigned to the Patrol Section.

2. Patrol Shift Bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as a sworn/ commissioned police officer with the Santa Fe Police Department. Continuous service with the Santa Fe Police Department in civilian status SHALL NOT count for seniority purposes upon transfer to sworn commissioned status.

   a. Sergeants will continue to utilize time in grade for shift bid purposes.
   b. Each employee shall be granted 10 minutes to select his/her team placement.
   c. Two weeks prior to the bid date the Department shall post a list advising the employees of their designated date and time to bid.

3. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.

4. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their

designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

5. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.

6. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.

7. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

Section 18A Reemployment

A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

Section 18B Lateral Officer/Retired Officer Hire Program

GOAL: The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

1. Lateral Officers:

a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A lateral officer upon holding the position/title of "Senior Officer" with the Santa Fe Police Department, will be eligible to test for Sergeant after two (2) consecutive years of service.

e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

2. <u>Retired Officers:</u>

a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A retired officer upon holding the position/title of "Senior Officer" with the Santa Fe Police Department, will be eligible to test for Sergeant after two (2) consecutive years of service.

Section 19 HOLIDAYS

A. The following are days which are adopted as legal holidays by the City Council:

New Year's Day (January 1st) (Actual)
Martin Luther King Jr. Day (City Observed)
President's Day (Observed the Friday after Thanksgiving)
Memorial Day (City Observed)
Juneteenth (City Observed)
Independence Day (July 4th) (Actual)
Labor Day (City Observed)
Fiesta Holiday (Four hours on Friday of Fiesta Holiday)

Indigenous People's Day (Observed December 24th)
Veterans (November 11th) (Actual)
Thanksgiving Day (4th Thursday in November) (Actual)
Christmas Day (December 25th) (Actual)

B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

Section 20 SICK LEAVE

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

A. SICK LEAVE ACCRUALS:

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

0-1 year of service: up to 72 hours per calendar year.
1-5 years of service: up to 96 hours per calendar year.
5-10 years of service: up to 112 hours per calendar year.
10-15 years of service: up to 128 hours per calendar year.
15-20 years of service: up to 144 hours per calendar year.
20 and more years of service: up to 159 hours per calendar year.

B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.

C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.

D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:

1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.

2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.

3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.

E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.

F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:

1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.

3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

5. Sufficient City funding is available.

G. An employee is not required to sell the leave in excess of the minimum balance.

H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If

the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.

2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.

3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

I. SICK LEAVE BANK:

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

1. Eligibility and Limitations

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.

b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.

d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible.

1. For 2024, the contributions must be made by July 31, 2024 for 2025 and thereafter the contributions must be made by January 31st of every calendar year to be eligible to participate in the Sick Leave Bank for the current calendar year. Before the deduction is made by payroll an employee must sign the authorization form.

2. To be eligible to receive up to 480 hours from the Sick Leave Bank, employees must contribute for a minimum of two consecutive years, to include the current calendar year of which the request for the Sick Leave Bank is being made. If an employee does not contribute for a minimum of two consecutive years, the Sick Leave Bank may be granted on a case-by-case basis.

e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.

1. A bargaining unit employee may only request or solicit the Sick Leave Bank for a qualifying FMLA event. If a secondary event occurs and the bargaining unit employee requires additional time for that event, the bargaining unit employee must reapply for FMLA or have the current FMLA paperwork extended to include the new qualifying event.

f. Benefits from the bank are not available retroactively.

g. Once benefits are donated, they are no longer available to the employees.

h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. **Qualifying Exigency for Military Family Leave (FMLA):**

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Birth, Adoption, or Fostering of a child:**

Any bargaining unit employee, regardless of gender, seeking time from the Sick Leave Bank for the birth, adoption, or fostering of a child, will only be given 80 hours from the Sick Leve Bank.

a. If an employee desires more than 80 hours of Sick Leave Bank, the employee must solicit time from other bargaining unit employees. Employees must solicit their own hours prior/concurrently to using the Sick Leave Bank, except in catastrophic cases (the board will determine catastrophic). The employee may not use the City's e-mail system for solicitation.

4. Donations

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.

b. Bargaining unit employees may donate annual leave, compensatory time, or individually accrued sick leave to another bargaining unit employee within this bargaining unit if a situation arises which forces an enrolled Sick Leave Bank employee to use all his/her sick leave, personal leave, compensatory time, administrative leave, and annual leave for an absence on FMLA.

c. Bargaining unit employees that donate accrued time to bargaining unit employee must maintain at least 160 hours of annual leave, compensatory time, or accrued sick leave, after donating to a bargaining unit employee.

d. Donated leave shall not extend the 12 weeks of leave permitted under the Family and Medical Leave Act.

e. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1)]

5. Withdrawals

a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.

b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian**,** conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.

c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

Section 21 HOURS OF WORK AND OVERTIME

A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.

1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.

2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.

4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing and employee from a day shift to a graveyard shift or vice versa.

C. **Rest Periods**

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.

2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.

3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

D. **Compensatory Time**:

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

E. **Fair Labor Standards Act**

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

Section 22 EXTRA DUTY ASSIGNMENTS

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.

B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.

C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list. Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.

D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.

E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.

F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.

G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.

H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

Section 23 OUTSIDE EMPLOYMENT

Outside Employment will be granted in accordance with Directive 29.1.

Section 24 EARLY RETIREMENT

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:

1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.

2. An employee may not experience any type of salary increase during the period of conversion.

3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

Section 25 LIABILITY PROTECTION

A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 26 GROUP MEDICAL INSURANCE

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

Section 27 WORKERS COMPENSATION

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

Section 28 JURY DUTY AND WITNESS PAY

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.

Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

Section 29 ON CALL AND CALL BACKS

A. On call Status:

1. The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal ServicesUnit, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

a. On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of

four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).

b. Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.

c. Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.

d. The Department shall provide a cellular telephone to any employee assigned to on-call status.

e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

1. At the discretion of the Chief or designee

2. Serious illness or injury

3. Family emergency

4. The Employer shall compensate employees assigned to the on-call program.

5. Employees assigned to the on-call program shall receive one-hundred dollars ($100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.

6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.

7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time

of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

B. **Call Back Time**:

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime.*

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

Section 30 DEFERRED COMPENSATION PROGRAM

The Employer will provide opportunities to participate in a 457b.

Section 31 CHECK OFF AUTHORIZATION

A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.

B. The Employer shall pay the amount withheld to the Association.

C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council31, 138 S. Ct. 2448 (2018),

D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

Section 32 LAY OFF AND RECALL

A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.

B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:

1. Seniority of the employee,
2. Training, skills, and abilities of the employee, and
3. Departmental needs.

C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:

1. Seniority of the employee
2. Qualifications of personnel
3. The nature of the transfer and the skills called for within the unit being transferred to
4. Departmental needs, and
5. The stated assignment preferences

D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:

1. Seniority of the employee
2. Training, skills, and abilities of the employee
3. Disciplinary history of the employee for the past twelve (12) months, and
4. The stated assignment preferences

E. The term "seniority" for the purposes of this section is set forth in Section 18: “Seniority” of this Agreement.

Section 33 INTERNAL AFFAIRS

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

A. PURPOSE

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.

2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.

3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case "Garrity vs. New Jersey:, and Weingarten Rights originating from the 1975 U.S. Supreme Court Case "NLRB vs. Weingarten, Inc." 420 U.S. 251, 88 LRRM 2689.

B. ORGANIZATION & STAFFING

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.

    a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.

    b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

C. RESPONSIBILITIES & DUTIES

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;

2. Conducting the investigation of alleged or suspected misconduct within the department;

3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;

4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.

5. Administering, maintaining and investigating civil actions brought against the Department;

6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

D. AUTHORITY

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.

2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.

3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

E. FINDINGS

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.

2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.

3. Unfounded - there is no basis for the complaint, not founded on fact or truth.

4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the evidence, but may not preclude opinions derived from training, experience and work related knowledge.

F. DUTY STATUS DURING INVESTIGATION

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

A. Continue the employee on duty as assigned.

B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.

C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.

D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

G. EMPLOYEE RIGHTS

A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

Section 34 DISCIPLINARY ACTION

A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

B. **Administrative Investigations**

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

C. **Basis for Employee Discipline**

1. **Discipline**

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

2. **Approval by the City Manager**

Disciplinary action beginning at a Written Reprimand shall require approval of the City Manager before implementation. Whenever such approval is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

3. **Progressive Discipline**

An employee shall be progressively disciplined based on the nature of the infraction~~s~~(s). Each case of inadequate performance or act of misconduct shall be

judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

a. **Officer Conference:** A*n* officer conference by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use an officer conference first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. An officer conference is issued directly from the supervisor to the employee and does not require chain of command approval. Causes of an officer conference include, but are not limited to:

    1. Substandard work performance
    2. Tardiness

    Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more than two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan (PADP) or interim Performance Appraisal Development Plan (PADP). A letter of counseling must be approved through the chain of command by a Deputy Chief of Police. Causes of letter of counseling include, but are not limited to:

    1. Repeated tardiness
    2. Missed court appearance/administrative hearing in a misdemeanor case

c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

e. **Demotion and Dismissal:** An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs
9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. Loudermill Rights. Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill*.

2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.

3. **Hearing Procedure**. The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.

4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

5. **Decision. The Chief, or designee**, shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.

6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City

Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

Section 35 GRIEVANCE AND APPEAL PROCEDURES

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

A. Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.

2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.

3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:

    1. The name and position of the affected employee.
    2. A clear and concise statement of the grievance.
    3. The issue or issues involved.
    4. The relief sought.
    5. The date the incident or violation took place.
    6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

B. Formal Grievance Procedure

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

C. Miscellaneous

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.

2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.

3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.

4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

D. Arbitration

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.

2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.

5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.

6. Each party shall pay one-half of the arbitrator's fees and expenses.

7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

Section 36 PROBATION PERIOD

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

Section 37 FILLING OF VACANCIES

A. PERMANENT VACANCIES

1. **Merit Principles**

A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:

1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;

2. Equitable and adequate compensation will be provided;

3. employees will be trained as needed to assure high-quality performance;

4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;

6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

2. Posting of Vacancies

a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).

b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

3. Filing

a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.

b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

4. Examinations

a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.

b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

5. Character

a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.

b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.

c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

6. Administration

a. The Human Resources Director shall publish the dates and location of the scheduled test.

b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.

c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in question. A testing specialist from the Human Resources Department will proctor all oral tests.

d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.

e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be

brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

7. Scoring

a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.

b. The observed (raw) score shall be used to rank the candidates.

8. Notice of Results

Notification of test results shall be in writing and made within 30 calendar days of the test date.

9. Confidentiality

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

10. List of Eligibles

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.

11. Establishment

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

12. Names

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

13. Supplemental Registers

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

14. Duration of Names

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

15. Requests for Hire

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

16. General

a. Selection for appointment to a position in the Department shall be made from a list of eligibles.

b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s)

were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:

1. Unsatisfactory work performance.

2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.

3. Lack of specialized knowledge for the position.

B. TEMPORARY VACANCIES

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.

2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.

4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.

6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

C. ASSIGNMENTS AND TRANSFERS

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

    a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.

    b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.

    c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.

    d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

    e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the

requests and the request is approved through the chain of command with the Chief having the final approval.

Section 38 EDUCATIONAL INCENTIVE PAY

A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	$ 50.00 per month
Bachelor's Degree	$ 100.00 per month
Master's Degree	$ 150.00 per month

B. To be eligible for educational incentive pay, an employee must:

1. Have successfully completed his/her probationary period

2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

Section 39 STAFFING

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

Section 40 LABOR MANAGEMENT COMMITTEE

The parties shall establish a Labor Management Committee (hereinafter referred to as “LMC”) which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

Section 41 CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS

A. The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.

B. The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

1. The Employer will provide training when deemed necessary.

Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

Section 43 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

Section 44 TERMS OF AGREEMENT

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2028. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2025/2026, 2026/2027, 2027/2028 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1st. Negotiations shall begin no later than August 15th unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

Section 16: Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.

APPENDIX A

AN ACT

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TILE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.

B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.

C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;

B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;

C. Prior to commencement of any interrogation session:

(1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

(2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of

the OFFICER's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation; and

(3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;

D. During the interrogation session, the following requirements shall be adhered to:

(1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;

(2) there shall not be more than two interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions;

(3) the combined duration of an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;

(4) there shall not be more than two interrogators at any given time;

(5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and

(6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;

E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and

F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

A. All other reasonable investigative means have been exhausted; and

B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may

cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;

(1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and

(2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.

B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.

B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

APPENDIX B

Car Plan

I. Officer Assigned Vehicle Program:

A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.

B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.

C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.

D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.

II. General Regulations:

A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.

B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.

C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.

D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.

E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:

1. Approved Ride-Along.

2. Children for day care only when an emergency arises, and a supervisor is notified.

F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.

H. In the event any officer is placed on light duty status they:

1. Shall not be allowed to drive a marked unit.

2. Will turn in the marked unit.

3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

A. Officers and non-sworn employees will not utilize vehicles more than fifty-five (55) radius miles from the City of Santa Fe municipal limits, except on official business.

B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.

C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers

will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.

D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

Personnel	Gallons per Vehicle per Week
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week's balance carry over to the following week's allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.

F. The safety of passengers rests solely with the officers operating the City vehicle.

G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.

H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.

I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:

1. Making anything but minor adjustments

2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.

3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage

4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots

5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.

B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.

C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.

D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.

E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.

F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:

1. Cleanliness -- interior and exterior

2. Maintenance -- performed at the proper interval

3. Equipment – Inventoried and in good working order

Random audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.

G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.

1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan and up to 180 days for any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.

I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.

J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

APPENDIX C

CITY OF SANTA FE
RESOLUTION NO. 1988-11
INTRODUCED BY:
A RESOLUTION

SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required...., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

APPENDIX D

DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT

SECTION 1. POLICY

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

A. PUBLIC SAFETY: Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.

B. PUBLIC TRUST AND INTEGRITY: The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.

C. WITNESS IMPEACHMENT: Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.

D. EMPLOYEE MORALE/SAFETY: Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

E. LOSS OF PRODUCTIVITY: The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

SECTION 2. PURPOSE

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

SECTION 3. DEFINITIONS

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

APPLICANT is an individual who is seeking to be employed in a position with the Police Department.

CONTROLLED SUBSTANCE is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

DRUG TEST is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

DRUG ALCOHOL PROGRAM MANAGER is a city employee responsible for administering the drug and alcohol-testing program.

EMPLOYEE refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

SAFETY SENSITIVE EMPLOYEE means an employee who performs the duties of a safety-sensitive position as identified in this policy.

SAFETY SENSITIVE POSITION means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides
3. Animal Services Officers

4. Crime Scene Technicians
5. Property/Evidence Technicians
6. Property/Fleet Manager
7. Training Administrator

SUBSTANCE ABUSE PROFESSIONAL is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

VERIFIED NEGATIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation ("D.O.T.") testing.

VERIFIED POSITIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

SECTION 4. PROHIBITIONS AND RESPONSIBILITIES

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.

2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.

3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.

4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.

5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.

3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.

4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. A *Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

SECTION 5. EDUCATION

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

SECTION 6. SUBSTANCES TESTED

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol

including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphétamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

SECTION 7. TYPES OF TESTING

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

A. Pre-employment tests
B. Post-accident tests
C. Random tests
D. Reasonable suspicion tests
E. Return to duty/Follow-up tests

SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

49 CFR PART 40

Subpart A
40.3 Definitions

Subpart B – Drug Testing
40.21 The drugs.
40.23 Preparation for testing.
40.25 Specimen collection procedures.
40.27 Laboratory Human Resources.
40.29 Laboratory analysis procedures.
40.31 Quality assurance and quality control.
40.33 Reporting and review of results.
40.35 Protection of employee records.
40.37 Individual access to test and laboratory certification results.
40.39 Use of DHHS – certified laboratories.

Subpart C – Alcohol Testing
40.51 The breath alcohol technician.
40.53 Devices to be used for breath alcohol tests.
40.55 Quality assurance plans for EBT's.
40.57 Locations for breath alcohol testing.
40.59 The breath alcohol testing form and log book.
40.61 Preparation for breath alcohol testing.
40.63 Procedures for screening tests.
40.65 Procedures for confirmations tests.
40.67 Refusal to test and uncompleted tests.
40.69 Inability to provide and adequate amount of breath.
40.79 Invalid tests.
40.81 Availability and disclosure of alcohol testing information about individual employees.
40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same ***testing procedures***, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

SECTION 9. PRE-EMPLOYMENT TESTING

A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.

B. Disqualification from Employment

1. Applicants for initial hire will be disqualified from employment if they:

a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or

b. refuse to provide a urine sample; or

c. attempt to alter, taint or otherwise provide a false sample; or

d. test positive for the presence of one of the substances listed in Section 6.

SECTION 10. POST-ACCIDENT TESTING

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.

B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.

C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).

D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.

E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

SECTION 11. VOLUNTARY TESTING

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

SECTION 12. RANDOM TESTING

A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for

administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.

1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.

B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.

C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:

1. all safety sensitive employees of the Special Operations and K9 units.

2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."

3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:

1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

SECTION 13. REASONABLE SUSPICION TESTING

A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.

B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;

2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;

3. an arrest for drug related charges.

C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.

D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

SECTION 14. RETURN TO WORK TESTING

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

SECTION 15. FOLLOW-UP TESTING

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.

2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

(a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and

(b) signs a conditional retention of employment agreement; and

(c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and

(d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act ("FMLA") until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

(a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty, or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).

(b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee's scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

(c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,

(d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or

(e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or

(f) has a confirmed positive drug or alcohol test

SECTION 17. CONFIDENTIALITY

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

SECTION 19. APPEALS

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

SECTION 20. LEGAL ISSUES

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. See *Schmerber v. California,* 384 U.S. 757, 761 (1966); see also *State v. Richardson,* 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey,* 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2026.

_____
Michael Garcia, Mayor

ATTEST:

_____
Geralyn Cardenas, City Clerk

APPROVED AS TO FORM:

Christoher W. Ryan
Christoher W. Ryan (Jun 12, 2026 13:43:05 MDT) Jun 12, 2026
Christopher Ryan, Senior Assistant City Attorney

Santa Fe Police Officers Association:

Denis Mares
Denis Mares (Jun 12, 2026 16:32:02 MDT)
Denis Mares, President

FY27 POA Contract

Final Audit Report 2026-06-12

Created:	2026-06-12
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT2u_V4ASZQtQx51W8u5Yo-PswexRaC8h
Documents:	FY27 POA Contract.pdf (82 pages)
Number of Documents:	1
Document page count:	82
Number of supporting files:	0
Supporting files page count:	0

"FY27 POA Contract" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-06-12 - 7:34:10 PM GMT- IP address: 63.232.20.2

Document emailed to cwryan@santafenm.gov for signature
2026-06-12 - 7:34:40 PM GMT

Email viewed by cwryan@santafenm.gov
2026-06-12 - 7:42:45 PM GMT- IP address: 104.47.64.254

Signer cwryan@santafenm.gov entered name at signing as Christoher W. Ryan
2026-06-12 - 7:43:03 PM GMT- IP address: 47.3.177.51

Document e-signed by Christoher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2026-06-12 - 7:43:05 PM GMT - Time Source: server- IP address: 47.3.177.51 - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-12 - 7:43:05 PM GMT

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FY27 POA Contract - signed

Final Audit Report 2026-06-12

Created:	2026-06-12
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA09Oo6zrKb1EXNbKqPy71LRDBzvwU7rRh
Documents:	FY27 POA Contract - signed.pdf (83 pages)
Number of Documents:	1
Document page count:	83
Number of supporting files:	0
Supporting files page count:	0

"FY27 POA Contract - signed" History

Document created by TARA RICO (trrico@santafenm.gov)
2026-06-12 - 8:42:17 PM GMT- IP address: 63.232.20.2

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2026-06-12 - 8:42:58 PM GMT

Email viewed by dlmares@santafenm.gov
2026-06-12 - 10:29:35 PM GMT- IP address: 104.47.65.254

Signer dlmares@santafenm.gov entered name at signing as Denis Mares
2026-06-12 - 10:32:00 PM GMT- IP address: 63.232.20.2

Document e-signed by Denis Mares (dlmares@santafenm.gov)
Signature Date: 2026-06-12 - 10:32:02 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-12 - 10:32:02 PM GMT

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City of Santa Fe, New Mexico
Memorandum

DATE: June 3, 2026

TO: **Governing Body**
Finance Committee

FROM: Scott Ouderkirk, Interim Fire Chief
Mario Risso, Assistant Fire Chief

VIA: Brian Moya**,** Interim City Manager

ITEM AND ISSUE:

Request for approval of Year Number 3 of Whole Agreement, July 1, 2024 – June 30, 2027, between the City of Santa Fe and the Santa Fe Firefighters Association International Association of Firefighters – Local 2059 (Mario Risso, Assistant Chief of Support Services; (505) 467-9799; mdrisso@santafenm.gov; Charles Gonzales, IAFF Union President – Local 2059; (cmgonzales@santafenm.gov)

BACKGROUND AND SUMMARY:

The City and the Union entered into the Collective Bargaining Agreement (CBA) effective July 1, 2026, through June 30, 2027. The only financial item negotiated in this collective bargaining Agreement is a 2.5% Cost of Living Adjustment (COLA) **(Article 362).**

Minimum staffing changes in this Agreement include an increase from 39 members to 41 members per shift **(Article 210)**. The agreement also enacts changes to the number of bargaining unit members who may be off per day **(Article 302)**, the type of leave that may be utilized for FMLA **(Article 312),** the type of leave that may be utilized for funeral Leave **(Article 310**), and changes to the requirements for specific promoted positions **(Article 340).** Several other changes were made to improve grammar and enhance clarity in our contract to improve operational effectiveness.

This agreement shall remain in full force and effect until June 30, 2027. Negotiations of Section III of the Agreement shall begin no later than October 1, 2026, for fiscal year 2027-2028, and no later than October 1, 2027, for fiscal year 2028-2029. Each negotiation cycle is to be completed on or before December 31 of each respective year.

In addition, each party may open a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties. Negotiations for a subsequent agreement shall begin no later than October 1, 2027, and be complete on or before December 31, 2027.

ACTION REQUESTED:

The parties respectfully request approval of the 2026/2027 Local 2059 Collective Bargaining agreement in its entirety.

AMENDMENT NO. 1
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND LOCAL 2059 CITY OF SANTA FE FIRE DEPARTMENT EMPLOYEES, OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

THIS AMENDMENT is made and entered into as of this 5th day of June by and between the **City of Santa Fe**, a political subdivision of the State of New Mexico (hereinafter referred to as "the City") and Local 2059 City of Santa Fe Fire Department Employees of the International Association of Fire Fighters (IAFF) **(herein referred to as "the Union").**

WHEREAS, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2024, through June 30, 2027, and

WHEREAS, the Collective Bargaining Agreement allows for Negotiations of Section III of the Agreement to begin no later than October 1, 2025, with each party to open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties; and

WHEREAS the Governing Body approved a budget allocation for fiscal year 2027 for IAFF Local 2059 negotiations of an amount equivalent to a 2.5% salary increase for IAFF Local 2059; and

WHEREAS, fiscal year 2027 budget allocation for IAFF Local 2059 negotiations is available the first full pay period in July 2026; and

WHEREAS, both parties agree that IAFF Local 2059 employees should receive the allocated 2.5% increase for FY2027 effective July 4th, 2026; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 210-STAFFING LEVELS

To ensure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:
The minimum staffing shall be Forty-One (41) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed to the Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.
2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-allocated from the brush truck first, then the Heavy Rescue.

3. Staffing of additional apparatus will only take place if Forty-Three (43) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:
Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:
Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain**,** Lieutenant, Engineer, or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:
Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Hazardous Materials:
Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:
The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's Part 139 requirements.

Type 6 Engine:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Brush Truck:
The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Forty-One (41), prior to 2200 hrs.,

the BC shall outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Forty-One (41) as outlined in Article 330.

ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a non-twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty-four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be provided by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths (2 ¾) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and unforfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

Twenty-four (24) hour shift employees:

01-05 years of service, six shifts

05-10 years of service, eight shifts

10-15 years of service, nine shifts

15-20 years of service, ten shifts

20+ years of service, twelve shifts

Non-twenty-four (24) hour shift employees:

01-05 years of service, ten workdays

05-10 years of service, fifteen workdays

10-15 years of service, seventeen workdays

15-20 years of service, twenty workdays

20+ years of service, twenty-five workdays

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which does not exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use

1. Eight (8) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians.

    - One (1) Rescue Technician may be off per day.
    - Three (3) Firefighters and Three (3) Paramedics may be off per day.

Requests for such leave shall be made via the Electronic Staffing System at least twenty-four (24) hours in advance. Requests for leave made less than twenty-four (24) hours in advance of the day requested will not be granted if voluntary overtime is created. These requests shall be considered on a first-come first-served basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, the electronic staffing system time stamp, then seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and approval of said leave does not create overtime. This additional

approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.

2. The employee must have sufficient annual leave available for the requested time off.
3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs or non-minimum staffing personnel.
4. For the purposes of this Article, FFI and FFII shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic and Paramedic II shall be considered the same classification.

ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a non-twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee**,** and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by- case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee at their preference of either annual leave or sick leave.

ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing any accrued paid time off (sick leave, annual leave,

compensatory time, personal-leave).

2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank or utilize Leave Without Pay (LWOP).

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are the items a member shall complete to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

Years of Service: 1

- Current Position: Firefighter Trainee
- Requirements for testing:
  - Completion of the SFFD Cadet Academy and probationary period.
  - Completed FFI Position Task Book
- Testing Process: Successful completion of Probationary Firefighter test out procedures shall indicate eligibility for the position of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements for testing: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 2
- Current Position:
    - If being hired as a licensed Paramedic: Firefighter Trainee
    - To be eligible for Paramedic School: Firefighter II and hold a New Mexico EMT-Intermediate License
- Requirements for testing:
    - New Mexico Paramedic License
    - Firefighter I requirements
    - Completed Paramedic Position Task Book: Position Task Book shall be opened a minimum of six (6) months prior to testing.
- Testing Process:
    - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
    - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for New Mexico Paramedic licensure. The promoted employee shall successfully complete a Paramedic Mentorship Task Book for a minimum of four (4) tours prior to being utilized as minimum staffing in the promoted position.
- In exigent circumstances (i.e. Paramedic shortage), the “years of service" requirement may be reduced to one (1) year with approval from the LMC through a MOU.

Paramedic II

- Years of Service: Three (3) years as a Paramedic I
- For members hired as Paramedic Firefighter Trainee: Completion of one (1) year probationary period and an addition three (3) years as a Paramedic I
- Current Position: Paramedic I
- Requirements for testing: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:

    - Rescue Operations
    - IFSAC Fire Apparatus: Driver
    - Completed Rescue Technician Position Task Book: Position Task Book shall be opened a minimum of six (6) months prior to testing.
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: The promoted employee shall successfully complete the following prior to being utilized as minimum staffing in the promoted position:
    - Confined Space Technician
    - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - Completed Engineer Position Task Book: Position Task Book shall be opened a minimum of six (6) months prior to testing, with continuous work performed up until testing.
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: The promoted employee shall successfully complete an Engineer Mentorship Task Book for a minimum of four (4) tours (Two (2) on an Engine and two (2) on a Ladder) prior to being utilized as minimum staffing in the promoted position.

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements for testing: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within six (6) months:
    - IFSAC Fire Inspector
    - Apply for ICC Fire Inspector I
- Qualification for Position: Candidates shall successfully complete the following within one (1) year:
    - IFSAC Fire Investigator

Inspector II

- Years of Service {In Current Position): 4 ½
- Current Position: Inspector I
- Requirements:
    - IFSAC Instructor I
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within one (1) year:
    - ICC Fire Inspector II

Deputy Fire Marshal

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II
- Requirements for Testing:
    - IFSAC Fire Officer I
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.

- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - ICC Certified Fire Plans Examiner

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
    - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - IFSAC Instructor I
    - IFSAC Fire Officer I
    - Completed Lieutenant Position Task Book: Task Book shall be opened a minimum of six (6) months prior to testing.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Lieutenant Mentorship Task Book for a minimum of four (4) tours prior to being utilized as minimum staffing in the promoted position.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - FAA ARFF Active
    - ICS 300

Captain

- Years of Service: 8
- Current Position: Lieutenant

- Requirements for testing:
    - Completed Lieutenant Mentorship Task Book
- Testing Process: Shall consist of a practical evaluation and an interview/ review panel.

Training Captain

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - IFSAC Instructor I
    - IFSAC Fire Officer I
    - Completed Training Captain Position Task Book: Task Book shall be opened a minimum of six (6) months prior to testing.
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - IFSAC Instructor II
    - FDSOA Incident Safety Officer

Health and Safety Captain

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for

Expanding Incidents
    - Q0426 – Introduction to Fire and EMS Supervision and Management
    - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - IFSAC Fire Apparatus: Driver
    - IFSAC Instructor I
    - IFSAC Fire Officer I
    - Rescue Operations
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - FDSOA Incident Safety Officer

EMS Captain

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 - Introduction to Fire and EMS Supervision and Management
    - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - IFSAC Fire Apparatus: Driver (2027 on)
    - IFSAC Instructor I
    - IFSAC Fire Officer I
    - Completed EMS Captain Position Task Book: Task Book shall be opened a minimum of six (6) months prior to testing.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - FDSOA Incident Safety Officer

- Must obtain FP-C or CCP-C
- Must obtain and maintain BLS, ACLS, and PALS Instructor card

SECTION 2 PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Six (6) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, "in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum of fourteen (14) days' notification in advance of any such additional testing.

Announcement

Advertising all positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give three (3) months' notice prior to administering any such written examination.

Practical Evaluation

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, Operational Battalion Chief, or independent contractor.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Interview/ Review Panel

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File, the candidates Personnel File located at Fire Station #1, and the Practical Evaluation Scores.

Passing Score

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

When rating each candidate, assessor rating for the practical evaluations and the interview/review panel must be within 10 points (10%) of each other. If ratings are not within 10 points (10%) of each other, further discussion must occur to meet this requirement.

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility Pool

All candidates who pass the interview/ review panel shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, one (1) from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) has taken place.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

Promotions

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion, Factors such as

leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors shall be considered.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy if the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or has expired, the Fire Chief shall conduct a new testing process.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the city.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the city.

Feedback

Candidates shall be given the opportunity to review the following items from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2026/2027)

All bargaining unit members shall receive a two-and-a-half percent (2.5%) salary increase to their base salary, effective the first full pay period of July 2026.

ARTICLE 370 PAY – PLAN
TO BE UPDATED AND ADDED BY HR.

All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced, or amended by Amendment No.___ shall remain in full force and effect.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this _____.

_____ _____
Michael Garcia, Mayor Date

ANDREA PHILLIPS (Jun 10, 2026 12:40:00 MDT) 06/10/2026
Andrea Phillips, Interim Finance Director Date

ATTEST:

_____ _____
Geralyn Cardenas, City Clerk Date

APPROVED AS TO FORM:

Christopher W. Ryan (Jun 10, 2026 11:58:32 MDT) 06/10/2026
Chris Ryan, Assistant City Attorney Date

Santa Fe Firefighters Association – IAFF Local 2059

Charles Gonzales (Jun 10, 2026 12:04:28 MDT) 06/10/2026
Charles Gonzales, President Date

Derrek Cowell (Jun 10, 2026 12:00:28 MDT) 06/10/2026
Derrek Cowell, Secretary Date

GB - Amendment #1 - IAFF Year 3

Final Audit Report 2026-06-10

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By:	VICTORIA VELARDE (vevelarde@santafenm.gov)
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Transaction ID:	CBJCHBCAABAA2Zbo0__MSDZRmmSKYOUlGCeXp5i9vpvf
Documents:	GB - Amendment #1 - IAFF Year 3.pdf (21 pages)
Number of Documents:	1
Document page count:	21
Number of supporting files:	0
Supporting files page count:	0

"GB - Amendment #1 - IAFF Year 3" History

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AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE FIREFIGHTERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 2059

Whole Agreement in Effect
July 1, 2024, through June 30, 2027
Year Number 2 of Whole Agreement

		PAGE NO.
SECTION I		
Article 101	Preamble	1
Article 102	Recognition	1
Article 103	Rules and Regulations	2
Article 104	Existing Conditions	2
Article 105	Probationary Period	2
Article 110	Discrimination	2
Article 111	Union Activity	3
Article 112	Union Business	3
Article 115	Union Use of City Facilities	4
Article 116	Bulletin Board Space	4
Article 117	Printing and Supplying of Agreement	5
Article 120	Dues Deduction	5
Article 125	Management Rights	6
Article 130	Emergency Employee	6
Article 131	Contracting Out	6
Article 132	Strike	7
Article 133	Volunteers	7
Article 134	Layoff	7
Article 135	Recall	7
Article 136	Retiree Rehire	8
Article 140	Successors	8
Article 141	Savings Clause	8
Article 143	Domestic Partnership	8
Article 150	Duration of Agreement	9
SECTION II		
Article 201	Grievance Procedure	10
Article 202	Discipline/Corrective Action and Discharge	12
Article 203	Arbitration Procedure	15
Article 210	Staffing Levels	17
Article 211	Shift Engineers	19
Article 212	Lieutenants	19
Article 213	Shift Trades	20
Article 214	Shift and Station Transfers	21
Article 215	ARFF	22
Article 216	Hazardous Materials Technician	23

Article 220	Labor-Management Committee	24
Article 221	Health and Safety	26
Article 225	Personnel Protective Equip. and Uniforms	28
Article 230	Training	30
Article 231	Adjunct Instructor	33
Article 232	Travel	33
Article 240	Seniority	34
Article 241	Shifts and Hours of Work	35
Article 242	Leave of Absence	36
Article 243	Modified Work Assignments	37
Article 245	Compensatory Time	38
Article 248	Voluntary Demotion	39
Article 250	Extreme Weather	39
Article 251	Station Maintenance	39
Article 252	Maintenance and Repair	39
Article 255	Drug and Alcohol Testing	40
Article 256	Counseling Services	40
Article 258	Technological Change	40
SECTION III		
Article 301	Administrative Leave	41
Article 302	Annual Leave Accrual and Use	42
Article 303	Personal Holiday	45
Article 305	Sick Leave Accrual and Use	46
Article 306	Sick Leave Bank	49
Article 310	Funeral Leave	50
Article 311	Educational Leave	50
Article 312	Family Medical Leave Act	51
Article 313	Military Leave	51
Article 314	Honor Guard/ Pipes & Drums	52
Article 315	Court Leave	52
Article 320	Annual Leave Buy Bank	53
Article 321	Sick Leave Buy Bank	53
Article 322	Sick Leave at Retirement	54
Article 330	Overtime	55
Article 331	Special Skills	57
Article 332	Holidays	58
Article 335	Fire Inspectors Standby Compensation	59
Article 336	Per Diem	59
Article 340	Promotional Policy	61

Article 345	Insurance Benefits	71
Article 350	Wage/Salary Survey	73
Article 360	City of SF Pick-up of PERA Contributions	73
Article 361	Base Rate Adjustment – FY21-22	73
Article 362	Cost of Living Adjustment – FY21-22	73
Article 363	Time in Service Step Increase	74
Article 364	Payroll Discrepancies	74
Article 370	Pay Plan	75
	Signature Page	76

SECTION 1

ARTICLE 101 - PREAMBLE

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto Believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

ARTICLE 102-RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

ARTICLE 103 - RULES AND REGULATIONS

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.
2. Job specifications that cover classified positions represented by the Union.
3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

ARTICLE 104 - EXISTING CONDITIONS

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

ARTICLE 105 PROBATIONARY PERIOD

The probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work-related performance or work-related injury.

ARTICLE 110-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

ARTICLE 111-UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of our membership in the Union.

ARTICLE 112-UNION BUSINESS

Union Officers
Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

- Business regarding the administration of this Agreement
- Meetings of/with the City of Santa Fe
- Union General Meetings
- Executive Board Meetings
- Political Activity
- Honor Guard Events

Officers shall be restricted to a total of six hundred twenty-four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through Telestaff or direct contact with an on-duty Battalion Chief as far in advance as possible, and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

Negotiations
Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

- On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.
- Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.
- No more than five (5) members of the Union negotiating team shall be released from duty or compensated for anyone negotiating session.

Disciplinary and Grievance Proceedings
Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

LMC and LMC Sub-committees
Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

ARTICLE 115-UNION USE OF CITY FACILITIES

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

ARTICLE 116-BULLETIN BOARD SPACE

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT

Twenty-five (25) documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. Additionally, the Employer shall make available the entirety of this Agreement in a digital form which shall be distributed to each bargaining member within the Union.

When necessary, the Employer shall arrange for a special printing of this Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

ARTICLE 120-DUES DEDUCTION

The Employer agrees to deduct biweekly (26 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

ARTICLE 125-MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer retains the exclusive right to:

1. Direct employees and evaluate their performance.
2. Determine the location and operation of its facilities.
3. Determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions.
4. Determine scheduling necessary to carry out the Employer's functions.
5. Relieve an employee from duties because of a reduction in force or for just cause.
6. Determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

ARTICLE 130-EMERGENCY EMPLOYEE

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee may be converted to a classified employee within ninety (90) calendar days.

ARTICLE 131-CONTRACTING OUT

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.

B. This language excludes non-recurring professional services contracts for less than $25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

ARTICLE 132-STRIKE

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10- 7E-21]).

ARTICLE 133-VOLUNTEERS

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

ARTICLE 134-LAYOFF

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks in advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

ARTICLE 135-RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire. Classroom training deemed required/necessary by the Employer and this agreement before returning to active status will be compensated at the recalled employee's projected rate as stated in Article 370.

ARTICLE 136-RETIREE REHIRE

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

ARTICLE 140-SUCCESSORS

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 141-SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected. If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 143-DOMESTIC PARTNERSHIP

The definition of a domestic partner shall be referenced to Policy Number 2500-5-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement. The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

ARTICLE 150-DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect until June 30, 2027.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2024, for fiscal year 2024-2025, and no later than October 1, 2025, for fiscal year 2025-2026 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2026, and be complete on or before December 31, 2026.

Any provision of this Agreement between the City of Santa Fe and the Santa Fe Firefighters Association that requires the expenditure of funds is contingent upon the specific appropriation of funds by the Governing Body and upon the availability of funds.

SECTION II

ARTICLE 201-GRIEVANCE PROCEDURE

Grievances shall be limited to alleged contractual violations or misapplication or misinterpretation of any provisions of this Agreement.

Informal Resolution
The parties are encouraged to resolve matters at the lowest possible level prior to escalating a grievance through the formal grievance procedure. The matter may be brought to the LMC prior to resorting to the following resolution steps.

Formal Resolution
Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement, or the Union as the exclusive representative.

An individual employee may not invoke or file a grievance under this article.

All formal grievances shall be filed in writing and shall contain the following:

1. The name and classification of the affected employee
2. The date and time the alleged incident or violation took place
3. A clear and concise statement of the grievance
4. The specific section or sections of this Agreement the affected Member contests have been violated
5. The specific section or sections of this Agreement the Union contests have been violated
6. The relief sought

Step 1:
If a mutually agreed upon solution is not reached through informal resolution, the Union may submit a formal grievance to the Fire Chief within ten (10) business days. The Fire Chief shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2.
If the Fire Chief determines that a grievance has been filed in response to an alleged violation, misapplication, or misinterpretation of this agreement by Management outside of the Fire Department, the Fire Chief shall forward the grievance to the City Manager and the process shall immediately move to Step 2.

Step 2:
The grievance may be filed with the City Manager within ten (10) business days after the time for response from the Fire Chief. The Union shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union (but not by the individual employee) as per Article 203 within twenty (20) business days after the time for response of the City Manager.

Miscellaneous
Once a grievance has progressed to Step 2, recording devices may be used by either party participating in a grievance proceeding provided the other party has been given written notification three (3) business days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

If the Employer fails to respond within the designated time limits, the grievance shall move to the next step in the grievance process. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at the member's own cost.

A grievance may be withdrawn by the Union at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the ability to grieve of grievances.

ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

Discipline/Corrective Action or discharge shall only be for just cause. All disciplines shall be held in the strictest confidence.

The primary purpose of this is to train or correct performance or behavior that is below standards or that is contrary to the Employer's legitimate interests.

Discipline/Corrective Action shall be progressive and will consider the following courses of action: A. Informal Counseling:

A. supervisor may initiate an informal counseling session at their discretion. Any written communications shall be kept between the supervisor and the employee and will detail both the infraction and the recommended remedial actions. These may be material in any subsequent Disciplinary/ Corrective Actions involving the employee.
B. Oral Reprimand
C. Written Reprimand
D. Suspension
E. Disciplinary Demotion
F. Termination

Because of the serious nature of some infractions, a more severe form of discipline, including dismissal, may be appropriate without first having imposed a less severe form of discipline.

Informal Investigations

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten (10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.

3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he/she is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.

4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.

5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.

6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Fire Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.

7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days

8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.

9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.

10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the City Manager's action shall be final and binding on the employee.

If the Employer fails to respond within the designated time limits, the action shall become null and void.

Disciplinary Actions:
Oral Reprimand – A record shall be kept in the employee's file at Fire Department Headquarters for not less than three (3) months. Oral reprimands may be removed via memo to the Fire Chief.

All other disciplinary actions shall become a part of the Employee's official personnel record. Disciplinary actions may be removed by the employee if the employee requests their removal in writing to the Human Resources Director via the Fire Chief as follows:

1. Written reprimands Not less than six (6) months
2. Suspensions Not less than twenty-four (24) months

3. Disciplinary demotions Shall remain in the employee's file as long as they are employed by the Santa Fe Fire Department

If an employee receives an additional official disciplinary action during the above-specified time frame, the initial disciplinary action shall be held in the personnel file of the employee no longer than the length of time the most current disciplinary action is held.

Miscellaneous:

A. If the initiating party is the Fire Chief, following the informal investigation meeting, the recommended action and the appeal will go directly to the City Manager.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties if extenuating circumstances exist.

C. If an appeal has been filed with the City Manager, recording devices may be used by either party participating in the disciplinary process provided the other party has been given written notification three (3) days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

ARTICLE 203-ARBITRATION PROCEDURE

Disputes between the Union and the Employer arising from a grievance, an appeal of disciplinary action, or the declaration of impasse in the negotiation of this Agreement may be submitted to final and binding arbitration in order to reach a resolution.

To request arbitration for a grievance, as per Article 201, or the appeal of disciplinary actions, as per Article 202, the Union shall serve a written demand for arbitration upon the Employer within twenty (20) business days from the time of response from the City Manager.

To request arbitration to resolve negotiations at impasse, either party shall serve a written demand for arbitration upon the other no more than fifteen (15) business days following the declaration of impasse.

No more than five (5) business days after receiving or issuing the written demand for arbitration, the Employer shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

The parties will confer to select the arbitrator no more than five (5) business days after a list of arbitrators has been received. The selection shall be made by the Union and the Employer alternately eliminating names. The parties shall flip a coin to determine who shall strike the first name. The last name remaining shall be the arbitrator. If either party fails or refuses to strike a name from the list, the other party may request that the FMCS, or the AAA unilaterally appoint an arbitrator to hear the matter.

Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

If the arbitrator rules in favor of the Union, the Employer shall pay the arbitrator's fees and expenses. If the arbitrator rules in favor of the Employer, the Union shall pay the arbitrator's fees and expenses. If the arbitrator's ruling does not clearly support the position of either party, both parties shall pay one-half of the arbitrator's fees and expenses.

The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or an award of attorney's fees.

In an arbitration involving the appeal of a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In an arbitration where the Union alleges a contractual violation or dispute over a working

condition, the Union shall have the burden of proof by a preponderance of the evidence.

In an arbitration to resolve the declaration of impasse in negotiating this Agreement, either party may require that the issue first be mediated prior to submitting it to final and binding arbitration.

ARTICLE 210-STAFFING LEVELS

In order to ensure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:
The minimum staffing shall be Thirty-Nine (39) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed to the Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.

2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-allocated from the brush truck first, then the Heavy Rescue.
3. Staffing of additional apparatus will only take place if forty-one (41) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:
Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:
Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain, Lieutenant, Engineer, or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:
Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Hazardous Materials:
Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:
The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's Part 139 requirements.

Type 6 Engine:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Brush Truck:
The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Thirty-nine (39), prior to 2200 hrs., the BC may outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty-nine (39) as outlined in Article 330.

ARTICLE 211-SHIFT ENGINEERS

Two (2) Shift Engineers will be assigned per shift. Shift Engineers will be assigned to fill in for station Engineers who are not at work in their respective assignment for any reason. When a station Engineer assignment is unmanned, a Shift Engineer assigned to the affected shift will fill it before other Engineers are used. A Shift Engineer may be utilized in other positions according to qualifications and licensure when no station Engineer assignments need to be filled. Shift Engineers will be utilized based on the order of promotion on their shift.

Shift Engineers may be offered overtime or be ordered to work in accordance with Article 330 - Overtime.

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted. If a Shift Engineer is offered a permanent station engineer assignment and declines, the individual will move to the bottom of the list.

Shift Engineers are not eligible for a permanent station assignment based on shift bidding or seniority.

ARTICLE 212-LIEUTENANTS

Two (2) Lieutenants will be assigned per shift. Upon promotion, Lieutenants shall be assigned to a Captain until they have successfully completed a mentorship period. Until such time, they shall not be utilized as a Company Officer.

Once a Lieutenant has successfully completed their mentorship, they shall be assigned to fill in for station Captains who are not at work in their respective assignment for any reason. When a station Captain assignment is unstaffed, a Lieutenant assigned to the affected shift will fill it before Company Officers from

other shifts are utilized.

It is the Battalion Chiefs' responsibility to ensure that the qualified Lieutenants on their respective shifts have an equal number of opportunities to fill unstaffed station Captain assignments. Such opportunities shall be offered to each Lieutenant on a rotating basis and shall not regularly exceed forty-eight (48) hours. (* See note at the end of this Article).

Battalion Chiefs shall offer on-duty Lieutenants the opportunity to fill all unstaffed station Captain assignments according to their place in the rotation prior to hiring overtime to fill the assignment(s) or utilizing a qualified-on duty Lieutenant to fill an unstaffed assignment.

On-duty Lieutenants who are not assigned to fill in for a station Captain may only be utilized in firefighter assignments.

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered into work in accordance with Article 330 Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 Shift Trades.

*Note: Lieutenants may fill an unstaffed Captain assignment for more than forty-eight (48) hours in those instances where the respective assignment is scheduled to remain unstaffed for a period of ten (10) consecutive shifts or more (e.g., when the Captain is on FMLA, Military Leave, etc.).

Battalion Chiefs shall make every effort to ensure that the Lieutenants on the affected shift are given an equal amount of time filling the unstaffed assignment.

ARTICLE 213 SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts within their own classification. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, Fire Inspector I and Fire Inspector II shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be one of the following:

- Funeral Leave, outlined in Article 310
- Job-related injury
- A legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal

ARTICLE 214 - SHIFT AND STATION TRANSFERS

Section 1 - Station Trade

If two employees of the same classification mutually agree in writing to a station trade, the employer will grant such a request unless it is not deemed to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees. Employees on different shifts shall be allowed to request a station trade. The trade shall be in force for not less than one (1) year from the date it becomes effective.

Section 2 - Shift Change

Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Battalion Chief. Such changes will be implemented based on seniority and by job classification. For this section, FF I and FF II shall be treated as one classification. Any new assignment shall remain in effect for not less than two (2) years. The two-year limit does not apply to involuntary reassignment. Reasons for reassignment shall be documented in writing and forwarded to the employees.

Section 3 - New Fire Station/Station Vacancy

In the event a new fire station or station vacancy is opened, each assignment at that station shall be offered to all members and assigned in order of classification and seniority. This section does not apply to the remodeling or replacement of existing

stations.

Section 4 - Involuntary Reassignment
Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

Section 5 On-Call Trade
If two Fire Inspectors mutually agree in writing, i.e.: a memo, to an on-call trade, the employer will grant such a request unless it is not deemed to be in the best interest of the department. The on-call trade will be initiated by the inspector requesting time off. Final approval rests with the Fire Marshal or their designee.

ARTICLE 215 – ARFF

ARFF (Aircraft Rescue and Fire Fighting) certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One (1) Captain, one (1) Engineer, two (2) shift engineers, two (2) Lieutenants, and three (3) Firefighters with 3 years of service or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with three (3) years of service or greater may volunteer to be made ARFF active. If more than 9 members volunteer, then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.

2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following with apply:

    a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage, volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based

upon seniority, with no more than one (from all three positions combined) allowed per shift.

b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.

3. If no volunteers are found, then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

   All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 216 – HAZARDOUS MATERIALS TECHNICIANS

The Hazardous Materials (henceforth known as HazMat) Team shall consist of a maximum of twenty (20) personnel.

Vacancies shall be posted by the Training Division by January 14th of each Calander year, and testing/ interviews shall be completed within thirty (30) days of posting. Interviews shall be conducted by the HazMat Team Chief Liaison, HazMat Team Lead, and a minimum of one (1) HazMat Active Team Member.

Hazardous Materials Technician is not a classified position as per Article 340 – Promotional Policy.

Qualifications for Position

Personnel are considered to be HazMat Active upon successful completion of:

- HazMat Team Interviews/ Selection
- IFSAC HazMat Awareness & Operations
- HazMat Chemistry
- IFSAC HazMat Technician
- SFFD HazMat Task Book

Continued Education

HazMat Active personnel are required to maintain a minimum of thirty (30) hours of in-person training annually, twenty (20) of which must be completed via in-house training with the SFFD HazMat team.

The HazMat Team Lead shall post a training schedule by January 1st of each year. In-house training shall offer a minimum of fifty (50) hours of available training. The HazMat Team Lead shall be responsible for verifying and logging annual training hours.

Additional hours may be obtained via classes, seminars, conferences, and other educational opportunities deemed appropriate by Haz Mat Team Lead and HazMat Chief Liaison.

- Technicians attending out-of-state conferences shall receive six (6) hours of training for each day of attendance.

If the HazMat Active employee does not complete the required training hours by December 31st of each year, they shall forfeit their position on the HazMat Active roster.

Staffing
HazMat7 shall be staffed at Battalion Chief discretion and shall not be staffed by less than two (2) Haz Mat Technicians.

ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) consisting of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be appointed by the Union. The Committee shall meet at the request of either party, or at least quarterly. The party requesting a meeting shall present a written agenda to each member at least five (5) business days prior to the meeting.

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement
4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department.

LMC Sub-Committees
LMC sub-committees shall meet to discuss and formulate recommendations to LMC as deemed by the committee to be in the best interests of the department. Sub-committees shall include, but not be limited to, the following:

- Health and Safety (See Article 221)
- Standard Operating Procedures
- EMS

LMC sub-committees shall submit recommendations to LMC for review. LMC shall make any such recommendations available to the Union membership and the Employer. Recommendations agreed upon in LMC shall be implemented by an MOU where appropriate.

The Employer shall notify LMC and/or a designated Union representative prior to creating committees or sub-committees that affect union members.

Memorandum of Understanding (MOU)

Both the Union and Management shall make a good faith effort to address and resolve areas of mutual concern through a formal MOU whenever prudent and/or appropriate. MOUs shall detail the nature and intent of the understanding and/or mutual agreement between both parties.

Any MOU must be signed by both the Fire Chief and the Union President (or their respective designee) to be valid.

A valid MOU is required in order for any of the following to occur:

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that affect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.
4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less

than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

Both parties shall consider any MOU's amending articles of this Agreement as a formal proposal in the first negotiations process after it becomes valid. All such MOUs shall be null and void on the effective date of the first Collective Bargaining Agreement negotiated after it becomes valid.

In the event that LMC becomes deadlocked on issues outside of those listed above, the Employer reserves the right to make a decision, and the Union reserves the right to file a grievance.

Time spent at LMC or LMC sub-committee meetings or activities shall be treated as hours worked for Union representatives in accordance with Article 112.

ARTICLE 221- HEALTH AND SAFETY

Safety is an integral part of the responsibilities of every manager, supervisor and employee.

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union, through its various representatives, will be accorded certain participatory rights relating to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.

2. Make annual inspections of Fire Department facilities.
3. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of their PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of the costs involved.
5. Review all reports of job-related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.
7. Provide members with information prior to the start of annual physicals which outlines what will and what will not be provided as well as provide education on the departmental exposure protocols.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company, other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1 - PPE

A. The Employer shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wildland gear, and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective items shall meet the applicable standards at the time of purchase.

B. All purchase requests must be made by March 31st. The exception will be the replacement of damaged uniform items.

Section 2 - Eye Protection

A. The Employer shall furnish non-prescription safety eyewear as required.

Section 3 - Class C Uniforms

A. The Employer will provide, at no cost, to new bargaining unit members:

- Four (4) pants
- Six (6) Santa Fe Fire Department T-shirts
- One (1) jacket with liner
- One (1) pair of boots
- One (1) squad suit)
- One (1) sweatshirt.

B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

Section 4 - Class A & B Uniforms

A. The Employer shall provide, at no cost to new bargaining unit members, one dress uniform consisting of:

- One **(1)** Class A jacket
- One **(1)** pair of dress pants
- One **(1)** cotton blend long-sleeve shirt
- One **(1)** cotton blend short-sleeve shirt
- One **(1)** Class A cover
- One **(1)** pair "Hi-gloss" Class A shoes
- One **(1)** tie with a tie clip.

B. All members shall maintain one Class A and B uniform per the SFFD

uniform guide.

Section 5 - Uniform Replacement

A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee's allocation, and made payable to the vendor.

   a. Each bargaining unit member shall be allocated six hundred twenty-five dollars ($625) uniform allowance at the beginning of each fiscal year.
   b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
   c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.

B. The Employer will replace approved uniform items, separate from the member's allocation, if the following conditions are met:

   a. The item is irreparably damaged or destroyed during emergency response activities.
   b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and the damaged item to Fire Department Headquarters for processing.

C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced, and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee.

   Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or uniform items will be made through the process prescribed in Article 220.

ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.

2. A minimum of two (2) EMT-B/EMT-I refreshers and two (2) Paramedic refreshers will be provided per year. Each Paramedic refresher will include ACLS and PALS renewal. The Training Section shall determine the maximum class size

3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.

4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.

5. The Training Section will provide employees with a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no more than fifteen (15) and no less than ten (10) business days prior to that deadline.
6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless **6.c** applies.
    a. These classes will be included on the training calendar per paragraph 4 above.

b. Employees wishing to attend these classes Shall submit a written application to the Training Division no later than forty-five (45) days before the first day of class.
c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.

7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.

8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility may be included in the yearly safety inspection conducted by the Health and Safety Committee.

9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.
10. The employer will provide the following training within two (2) years of becoming a classified Rescue Technician. Employees currently classified as Rescue Technician shall have two (2) years from the acceptance of this document to complete the listed courses with the exception of Structural Collapse which shall be completed within three (3) years. The Employer will make every effort to furnish a qualified instructor to certify the classified Rescue Technician on site as per Article 131. If a third-party instructor cannot be furnished within the required two (2) year time frame, the employee will be sent to an offsite course approved by the Training Division.

    The new classified Rescue Technician must complete, with a passing grade, the following courses:

- Swift Water Rescue Operations
- Advanced Auto Extrication
- Structural Collapse
- Trench Rescue

There shall be a minimum of three (3) Swift Water Rescue Technicians, one of which shall be assigned to each shift. The remainder of classified Rescue Technicians shall maintain a minimum of Swift Water Operations which will be maintained in-house by the Swift Water Technicians.

One refresher course per year shall be offered in each of the following disciplines:

- Rope Rescue
- Confined Space Technician
- Swift Water Rescue Operations
- Trench Rescue
- Auto Extrication

Renewal courses after initial certification are to be:

- Offered in-house and do not need to be led by external training/education apparatus
    - In-house training may be led by SFFD cadre. The Employer will be responsible for furnishing specialized consumable training items as deemed necessary by the Training Division based on the advice from the Rescue Technician Chief Liaison.
- In-house refresher courses will not take place of an initial licensing/certification course.

If a classified Rescue Technician is unable to complete the required trainings within the time frame outlined in Article 230 Section 10, all required trainings have been offered, and the employee has not had extenuating circumstances that prevent them from attending these trainings, the Rescue Technician will be removed from their position and the vacancy filled based off the current ranked testing list.

Reassignment to the employee's original shift, if they were reassigned after becoming a classified Rescue Technician, will be contingent upon Battalion Chief discretion as per Article 214.

ARTICLE 231 - ADJUNCT INSTRUCTOR

Adjunct Instructors may be utilized for the following but not limited to: Firefighter Academies, Lateral Firefighter Academies, Promotion Classes, Hazmat Classes, EMS Classes, New Equipment Introduction, Specialized Trainings.

Adjunct Instructors shall be selected by the Training Officer. Any member interested in becoming an adjunct instructor shall submit a letter of interest to the Training Officer. The list shall be submitted to the Fire Chief for approval.

- Adjunct Instructors with potential to be the lead instructor shall have IFSAC Instructor I (2027 on) and meet the requirements for the job classification in which they are instructing.
- The Training Officer shall select the Adjunct Instructor for each assignment.
- Adjunct Instructors shall reserve the right to turn down an assignment requested by the Training Officer.
- The Training Officer shall have the right to remove any Adjunct Instructor from the list.
- In exigent circumstances where an Adjunct Instructor cannot be furnished from the list, the Training Officer reserves the right to ask any qualified personnel to fulfill the duties of Adjunct Instructor.

Adjunct Instructors may be utilized for the duration of the assignment.

ARTICLE 232-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

The Fire Chief may waive the twenty-day requirement.

Employees shall be paid travel time for classes outside of the Santa Fe City Limits needed for current classification, promotion, or to maintain current EMS licensure level. Travel time will not be paid for conferences.

ARTICLE 240-SENIORITY

Seniority means a privileged status attained by le continuous service calculated from the last date of hire within the Santa Fe Fire Department. Continuous service shall be broken by the following:

1. Resignation
2. Discharge
3. Retirement
4. Employee is laid off for more than two years
5. Employee declines an opportunity to return to work after recall
6. Employee fails to return to work from a leave of absence

If two or more employees start on the same date, seniority will be determined within their hiring group as follows:

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
    - Highest Sum of all the digits in the employee's social security number for employees hired after July 1, 2009:
    - Highest cumulative test score average achieved during the SFFD Fire Academy

1. Flip a coin Seniority shall be used for:

    1. Annual vacation selection
    2. Shift changes, station vacancies, and new fire station as per Article 214
    3. Temporary transfers

Seniority shall not be a determining factor on any emergency scene.

ARTICLE 241-SHIFTS AND HOURS OF WORK

Hours of Work
Hours of work shall be defined as the time that an employee is on duty at the employer's establishment or at the prescribed workplace, as well as all other times during which the employee is suffered or permitted to work for the employer as defined by FLSA.

Emergency Services Section
Members assigned to the Emergency Services Section will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

EMS Division, Fire Prevention and Training Division
The standard shift for both Sections shall be one of the following:

1. Non-twenty-four (24) hour shift - Members will work five (5) – eight (8) hour days per week or four (4) – ten (10) hour days per week with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. If the holiday falls on the employee's regular scheduled day off, the employee will be compensated at their regular hourly rate for the time of their regularly scheduled shift. Otherwise, two (2) weeks' notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
2. Twenty-four (24) hour shift - Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Changes to the standard week schedule for members assigned to the EMS Division, Fire Prevention or Training Division shall be discussed in LMC prior to implementation.

No members assigned to the EMS Division, Fire Prevention or Training Division shall be utilized in another assignment in order to satisfy minimum staffing requirements

These schedules will hereafter be referred to as "Twenty-four (24) hour shifts" and a "Non-twenty-four (24) hour shifts" respectively. For all shifts, pay will be based on actual hours worked and/or actual leave hours take

ARTICLE 242-LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to ten (10) consecutive business days upon the written request of the employee. A request by an employee for leave without pay in excess of ten (10) business days must be approved by the Fire Chief and City Manager.

Leave without pay, when requested, may be granted only when the Fire Department can assure a position of like status and pay within the Fire Department upon the return of the employee from leave without pay.

If the Fire Department cannot assure a position in the Fire Department, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Leave without pay may not exceed twelve (12) consecutive months. Employees on leave without pay in excess of thirty (30) calendar days will be credited with only thirty (30) calendar days towards eligibility for a productivity increase or toward seniority.

Employees shall not accrue sick or annual leave while on leave without pay. Service time will not be credited while on leave without pay.

Leave without pay will be reported on a Personnel Action Request Form only if it exceeds ten (10) business days.

Failure to report to work upon the expiration of approved leave without pay shall be accepted as a voluntary resignation of employment.

Return from leave without pay in excess of ten (10) business days will be reported on a Personnel Action Request Form.

During leave without pay, the employee shall pay the Employer's portion and his/her portion of the insurance in order to continue coverage

ARTICLE 243-MODIFIED WORK ASSIGNMENTS

Modified work assignments can be requested by an employee or the employer. Reasons for such a request can be inability to perform job duties due to injury or illness (light duty), pregnancy (non-hazardous duty), or as part of the discipline/corrective process (alternative duty).

Section 1 - Light Duty

Any employee placed on light duty by the Employer's occupational medicine doctor for a work-related illness or injury may continue to work within the Fire Department without loss of pay or reduction of benefits. Work shall be found which permits an employee to perform tasks that will not exceed the scope of light duty and will not disrupt or conflict with the work of other Union members. Light duty status shall continue until the Employer's occupational medicine doctor either releases the employee to full duty or determines the employee will no longer be able to fulfill his job duties.

An employee may solicit a second opinion from a physician of his choice, the cost of which will be paid for by the Employer. The Employer's occupational medicine doctor and the employee's personal physician shall confer on treatment, care, and light duty status.

In cases where the Employer's occupational medicine doctor and the employee's doctor disagree, a mutually acceptable third and neutral specialist in the field of the Employee's injury/illness shall review the employee's medical records and make the final determination on the appropriate course of action.

Injury leave shall be in accordance with City Resolution 1988-11 establishing a workers compensation program for City employees.

An employee injured while off duty may be offered light duty depending on the type and severity of the injury, provided that the Employer can identify work which permits the employee to perform tasks that will not exceed the scope of light duty. Such work may be in the Fire Department or other City departments. An employee wishing to be considered for such an assignment should submit a written request to the Fire Chief. Light duty granted for an off-duty injury shall not exceed six (6) months in duration

Section 2 Non-Hazardous Duty
The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.

Non-hazardous duty shall mean an assignment within the Fire Department in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.

Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.

Section 3 - Alternative Duty
An employee may be assigned to alternative duty within the Fire Department as part of the discipline/corrective process.

ARTICLE 245-COMPENSATORY TIME

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory but is optional in lieu of financial compensation. The employee shall be responsible for informing the on-duty Battalion Chief or AIC-BC of their intention to accrue comp time in lieu of financial compensation before 1700 of the day the employee is scheduled to work.

Comp time will be earned at the same rate as overtime and converted at the end of the overtime period. Comp time in only considered "accrued" after it is posted to the payroll summary. Members are not allowed to utilize hours that are yet to be posted by payroll.

Comp time, once earned, will be taken following the same procedure for taking Annual Leave and Personal Holiday as listed in Article 302, and use of said leave will be subject to the same restrictions.

Members will have the ability to carry over up to 240 earned hours into the next calendar year.

ARTICLE 248-VOLUNTARY DEMOTION

Any employee who voluntarily requests a demotion from the current classification may be demoted to a lower appropriate classification if a vacancy exists. The employee shall make the request in writing for approval by the Fire Chief. The employee shall receive the rate of pay established for the lower appropriate classification for the contract year.

ARTICLE 250-EXTREME WEATHER

Members shall not be required to perform strenuous non-emergency duties outdoors, including training exercises, when weather conditions are extreme. Extreme weather conditions are those conditions during which employees are likely to suffer injuries relating to excessive heat, lightning, high winds, ice, snow, or heavy rain. Weather conditions shall be determined to be extreme by the Battalion Chief(s) in consultation with Captains.

ARTICLE 251-STATION MAINTENANCE

The Employer agrees to supply and make available necessary materials required for the day-to-day maintenance and upkeep of fire stations. The Employer agrees to supply items necessary to maintain satisfactory sanitary conditions of quarters within fire stations. The Employer will make every effort to consider the recommendations of station crews when purchasing furnishings or kitchen supplies for fire stations.

ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section. The Employer shall make every effort to keep an adequate supply of common maintenance items (i.e. vehicle light bulbs, oil, fluids, **etc.).** Any parts needed for repair but not in stock shall be ordered as soon as possible.

ARTICLE 255-DRUG AND ALCOHOL TESTING

Santa Fe Fire Department employees will follow the Drug and Alcohol Policy for the City of Santa Fe Fire Department (March 2003). This Policy is listed as an appendix to the City of Santa Fe Fire Department Rules and Regulations.

In addition, an employee has the option of acquiring a commercial driver's license (CDL) at the expense of the Employer upon approval of the Fire Chief. If the employee fails the exam or allows the license to lapse, any future cost associated with obtaining a CDL will be at the employee's expense.

ARTICLE 256-COUNSELING SERVICES

The Employer agrees to provide, at no cost to the employee, up to six (6) professional counseling sessions for the employee, their spouse, and children. An employee involved in a job-related critical incident will be allowed ten (10) additional sessions. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released to the Employer only with written consent of the employee.

ARTICLE 258-TECHNOLOGICAL CHANGE

At least sixty (60) days prior to the introduction or implementation of substantial technological change affecting the employment status of Union members, the Employer shall by written notice furnish the Union with full information on the planned change or changes. This notice shall contain relevant information reflecting the nature and degree of change, the date or dates on which the Employer plans to effect the change, and the location or locations involved. Following the disclosure, both parties shall meet for the purpose of resolving any issue which may concern the employment status of any Union member.

SECTION III

ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee's leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.

2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will be charged with leave without pay and subject to disciplinary action.

4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work shall be paid double the time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.

5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a Non-twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty-four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be provided by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.

2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths (2 ¾) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and unforfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

   Twenty-four (24) hour shift employees:

   01-05 years of service, six shifts

   05-10 years of service, eight shifts

   10-15 years of service, nine shifts

   15-20 years of service, ten shifts

   20+ years of service, twelve shifts

   Non-twenty-four (24) hour shift employees:

01-05 years of service, ten workdays

05-10 years of service, fifteen workdays

10-15 years of service, seventeen workdays

15-20 years of service, twenty workdays

20+ years of service, twenty-five workdays

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which does not exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use

1. Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. Three (3) Firefighters and Three (3) Paramedics may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first served basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.
2. The employee must have sufficient annual leave available for the requested time off.
3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.
4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same

classification, and Paramedic and Paramedic II shall be considered the same classification.

ARTICLE 303-PERSONAL HOLIDAYS

Personal Holiday

A bargaining unit member shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the member chooses.

Wellness Personal Holiday

Bargaining unit members will be entitled to one (1) additional personal holiday per calendar year if they do the following:

- Complete all portions of the Fire Department's annual physical
- Complete all portions of the Fire Department's FPAT
  - Personnel shall be able to complete all portions of the Fire Department FPAT in full bunker gear with SCBA or in athletic gear/bunker jacket and SCBA.
- Complete the red card qualification test.
  - There shall be no time requirement for "completion" of the Pack Test
  - Personnel shall complete the Pack Test in the allotted passing time if they wish to obtain a Red Card

Personal Holiday and Wellness Personal Holiday:

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty-four (24) hour shifts shall be taken in twenty-four (24) consecutive hours
- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours or ten (10) consecutive hours depending on their work schedule

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working non-twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 72 hours per calendar year.
01-05 years of service - 97 hours per calendar year.
05-10 years of service - 112 hours per calendar year.
10-15 years of service - 128 hours per calendar year.
15-20 years of service - 144 hours per calendar year.
20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 134 hours per calendar year.
01-05 years of service - 156 hours per calendar year.
05-10 years of service - 182 hours per calendar year.
10-15 years of service - 208 hours per calendar year.
15-20 years of service - 234 hours per calendar year.
20+ years of service - 260 hours per calendar year.

All personnel are recommended to have the following hours saved in their personal sick leave accruals:

1. Non-twenty-four (24) hours shift employees – 80 Hours
2. Twenty-four (24) hours shift employees – 96 Hours

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee/s immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment, or death.

If an employee has used sick leave for any other reason not defined by the city Rules and Regulations 13.30C, disciplinary action may be taken in accordance with Article 202, Discipline/ Corrective Action and Discharge.

Use of Sick Leave

A Twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning using the following guidelines:

1. Employees who request sick leave, using Telestaff, shall place themselves on sick leave from 0800-1600 (8-hour block), 0800-2000 (12-hour block), or from 0800-0800 (48-hour block). If the employee will be at work on the second day, they must have a verbal conversation with the on-duty Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave.
2. Employees who are not on duty the first Twenty-four (24) hour shift of the tour for any other reason and wishes to request sick leave for the second Twenty-four (24) hour shift of the tour shall have a verbal conversation with the on-duty Battalion Chief(s) prior to 0700 of the first shift.
3. In the event the on-duty Battalion Chief(s) cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot be reached, the employee will contact the Assistant Chief of Operations.

Sick leave changes will be noted on Telestaff within the hour.

A non-twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of the city's timekeeping/ payroll system and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift using the following guidelines:

1. Any employee shall request sick leave by either use of Kronos and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift.
2. In the event the employee's Direct Supervisor cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot reach, the employee will contact the Assistant Chief of Support Services.

Sick leave changes will be noted on the city's timekeeping/ payroll system within the hour.

Any employee wishing to provide a physicians' statement can do so. This physicians' statement shall be turned into the Health and Safety Officer and kept in the employee's confidential file. Details of the physicians' statement shall not be discussed with anyone other than the employee and the Health and Safety Officer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which their years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 306-SICK LEAVE BANK

Eligibility

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

Process

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank or individual member using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leaves will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours and maintain necessary records.

Use of Donated Sick Leave

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee receives them. Once the requested hours have been met, all other donations will cease to be processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Administrative Manager or designee will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.

3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Non-twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee, and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal working hours. Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed, or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first-come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the

Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 - Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/Personal Holiday Time Use" headings:

The Employer shall ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave. Employees who enroll in such classes are required to have such proof available prior to requesting Educational Leave.

ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

ARTICLE 313-MILITARY LEAVE

As per section 20-4-7 NMSA Military Leave statute Military Leave for National Guard and Reserves:

> "All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine, or Coast Guard Reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled."

On a case-by-case basis the Fire Chief upon approval of the City Manager may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the city by enabling that employee to better perform his/her duties required in

his/her city occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

ARTICLE 314-HONOR GUARD/ PIPES & DRUMS

The Employer shall grant on-duty Honor Guard and/or Pipes & Drums members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed eight (8) off per day. The Fire Chief may increase the number of members off at their discretion.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of the modified SFFD Pipes & Drums Class-A uniform to members of the Pipes & Drums band participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard and/or Pipes & Drums if available.

Any member working overtime for a member of the Honor Guard and/or Pipes & Drums shall be compensated for a minimum of four (4) hours.

ARTICLE 315 COURT LEAVE

When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be

remitted to the City of Santa Fe Finance Department.

An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

ARTICLE 320-ANNUAL LEAVE BUY BACK

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carryover rate at the end of each calendar year.
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his or her intentions to sell back the annual leave in excess of the maximum carry-over balance.
3. If sufficient City funding is available.

ARTICLE 321-SICK LEAVE BUY BACK

The City may buy back sick leave on a yearly basis provided the following criteria are met:

A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Non-twenty-four (24) hour shift, or seven hundred hours (700) if assigned to a Twenty-four (24) hour shift position before a buy back may occur.

The member must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.

A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

If sufficient City funding is available.

ARTICLE 322-SICK LEAVE AT RETIREMENT

Sick Leave Buy Back:
Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees' pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his/her intention to retire under this option to the Human Resources Director via the Fire Chief.

Sick Leave Acceleration:

1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief; 2. An employee shall not realize any type of salary increase during the period of conversion and buy-back.
2. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.
3. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.
4. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. The remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall be based on a fourteen (14) day work period.

For Twenty-four (24) hour shift employees those hours worked in excess of 106 hours will be compensated at a rate of one and one-half.

For Non-twenty-four (24) hour shift employees those hours worked in excess of 80 hours will be compensated at a rate of one and one-half.

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee's acceptance of the available overtime within the electronic staffing program commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via "outbound" up to twenty-four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Step 1 - Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on the electronic staffing program, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on the electronic staffing program who

qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

Step 2 - All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an "all stations page". When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority

Step 3 - Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill vacancies that must be staffed in order to maintain minimum staffing criteria (as outlined in Article 210). Employees will be scheduled for mandatory overtime based on their appropriate classification as it appears in Telestaff. If insufficient "Tier 1" personnel are available to staff mandatory vacancies, "Tier 2" personnel shall be ordered to work. Additionally, "Tier 2" personnel shall be ordered to fill vacancies in lieu of 48-hour mandatory overtime if an insufficient amount of "Tier 1" personnel are available on the holdover list.

The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed assignment must be filled and shall be organized with those employees classified in the electronic staffing program as "On-Duty" (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus

will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee's hourly rate per FLSA.

Overtime for Training/Classes

Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee's hourly rate.

Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

ARTICLE 331 - SPECIAL SKILLS

The employer will pay a medical special skills base rate increase in the form of a flat forty cents ($0.40) per hour for those employees on Twenty-four (24) hour shifts and sixty cents ($0.60) for those employees on a Non-twenty-four (24) hour shift, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Juneteenth (Actual)
7. Labor Day, (City Observed)
8. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
9. Columbus Day/Indigenous People's Day, (City Observed)
10. Armistice Day/Veteran's Day, (City Observed)
11. Thanksgiving Day, (Actual)
12. Christmas Day, (Actual)

A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
2. Employees who are scheduled to work on the holidays listed above and those who do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.
3. Employees may not use a personal holiday as a form of leave on any of the above-listed holidays.

B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

C. Non-24-hour employees who are not scheduled to work on the above listed

holidays shall be compensated for hours equal to their normal workday at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

ARTICLE 335-FIRE INSPECTORS DEPUTY FIRE MARSHALS STANDBY COMPENSATION

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector or Deputy Fire Marshal assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors or Deputy Fire Marshals who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours' pay.

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors or Deputy Fire Marshals who are scheduled to work Twenty-four (24) hour shifts.

ARTICLE 336-PER DIEM

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out-of-town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
    a. Request for Travel Advance/Payment Reconciliation.
    b. Travel Request for Authorization.
    c. Purchase Voucher.
    d. Itemized Schedule of Expenses.

The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.

4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall be due to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

Years of Service: 1

- Current Position: Firefighter Trainee
- Requirements:
  - Cadet academy and probation
  - Completed FFI Task Book
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 2
- Current Position:
  - If being hired as a licensed Paramedic: Firefighter Trainee

    - To be eligible for Paramedic School: Firefighter II and hold an AEMT License
- Requirements:
    - NM Paramedic License
    - Firefighter I requirements
    - Completed Paramedic Position Task Book: Task Book shall be opened a minimum of eight (8) months prior to testing, with continuous work done up until testing for Paramedic School.
- Testing Process:
    - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
    - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.
- In Exigent circumstances (i.e. Paramedic shortage), the "year of service" requirement may be reduced to one (1) year with approval from the LMC through a MOU.

Paramedic II

- Years of Service (In Current Position): 5 (3)
- Years of Service for members hired as Paramedic Firefighter Trainee (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver (2026 on)
    - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.

- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
    - Confined Space Technician
    - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - Completed Engineer Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete an Engineer Mentorship before working in the promoted position.

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualification for position: Candidates shall successfully complete the following within six (6) months:
    - IFSAC Fire Inspector

- Apply for ICC Inspector I
- Qualification for Position: Candidates shall successfully complete the following within one (1) year:
  - Fire Origin & Cause
  - IFSAC Fire Investigator

Inspector II

- Years of Service {In Current Position): 4 ½ (½)
- Current Position: Inspector I
- Requirements:
  - IFSAC Instructor I
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within one (1) year:
  - ICC Fire Inspector II

Deputy Fire Marshal

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II
- Requirements for Testing:
  - IFSAC Fire Officer I (2026 on)
    - Individuals promoted in 2025 shall obtain Fire Officer I before 2027
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - ICC Certified Fire Plans Examiner

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
    - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - IFSAC Instructor I
    - IFSAC Company Officer I
    - Completed Lieutenant Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Company Officer Mentorship before working in the promoted position.
- Qualifications for position: Candidates shall successfully completed the following within one (1) year:
    - FAA ARFF Active
    - ICS 300

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
    - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation and an interview/ review panel.

Training Captain

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.

- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - Rescue Operations
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - IFSAC Instructor II
  - FDSOA Incident Safety Officer (2026 on)

Health and Safety Captain

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Introduction to Fire and EMS Supervision and Management
  - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Rescue Operations

- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - IFSAC Instructor II
    - FDSOA Incident Safety Officer

EMS Captain

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 - Introduction to Fire and EMS Supervision and Management
    - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - IFSAC Fire Apparatus: Driver (2027 on)
    - IFSAC Fire Apparatus: Pumper (2027 on)
    - IFSAC Instructor I
    - IFSAC Company Officer I
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - FDSOA Incident Safety Officer
    - Must obtain and maintain FP-C or CCP-C
    - Must obtain and maintain BLS, ACLS, and PALS Provider or Instructor card

SECTION 2 PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Six (6) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, "in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days' notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor. ALL testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Interview/ Review Panel

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File and Personnel File located at Fire Station #1.

Passing Score

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility Pool

All candidates who pass the required promotional testing shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, or from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) have been filled.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

Promotions

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion and factors such as leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy as long as the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or expired, the Fire Chief shall conduct a new testing process.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the city.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the city.

Feedback

Candidates shall be given the opportunity to review the following from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

ARTICLE 345-INSURANCE BENEFITS

Section 1 - Medical Coverage

The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy-six- and one-half percent (76.5%) of the cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

Section 2 - Dental Coverage

The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate in the proposal evaluation committee if the city considers changes in the current dental programs.

Section 3 - Retiree Medical Coverage

The Employer shall continue to contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the city, the Employee has the option to enroll in the retiree medical coverage plan.

Section 4 - Term Life Insurance

The employer shall continue to provide a term life insurance plan with basic life insurance coverage of $10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

Section 5 - Other Insurance Programs

The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue to be offered only if at least ten percent (10%) of the employees elect to work with a particular firm.

Section 6 - Premium Only Plan

The employer shall continue to provide an optional premium only plan (POP) in

which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees, or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

ARTICLE 350-WAGE/SALARY SURVEY

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS

The city will pick up seventy-five percent (75%) of the employee s total contribution rate.

ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2024/2025)

Bargaining unit employees shall receive a zero (0) percent salary increase effective the first full pay period in fiscal year 2024/2025 following approval of this agreement by the City's Governing Body.

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2025/2026)

All bargaining unit members shall receive a three percent (3%) salary increase to their base salary effective the first full pay period of July 2025.

ARTICLE 363-TIME IN SERVICE STEP INCREASE

Section 1

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression based on years of service of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

ARTICLE 364-PAYROLL DISCREPANCIES

In the event an employee has a payroll discrepancy, the City shall evaluate and respond within seven (7) business days with a course of action and/or request for any additional clarification. The City shall make every effort to correct in a timely manner.

ARTICLE 370- PAY PLAN

To calculate an average base annual salary, multiply by 2912 for shift employees. To calculate an average base annual salary, multiply by 2080 for non-shift employees.

Pay Plan Effective July 5, 2025

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Position Title															
Firefighter I (F101)	21.5859	21.8017	22.0197	22.2399	22.4623	22.687	22.9138	23.143	23.3744	23.6081	23.8442	24.0827	24.3235	24.5667	24.8124
Firefighter II (F102)	22.6652	22.8919	23.1208	23.352	23.5855	23.8214	24.0596	24.3002	24.5432	24.7886	25.0365	25.2869	25.5397	25.7951	26.0531
Paramedic I (F105)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Paramedic II (F106)	26.6073	26.8734	27.1421	27.4136	27.6877	27.9646	28.2442	28.5267	28.8119	29.1	29.391	29.685	29.9818	30.2816	30.5844
Engineer (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Rescue Tech (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Inspector I (F104)															
Non 24hr (F104a)	34.6831	35.03	35.3803	35.7341	36.0914	36.4523	36.8169	37.185	37.5569	37.9324	38.3118	38.6949	39.0818	39.4727	39.8674
24 hr (F104b)	24.7736	25.0213	25.2716	25.5243	25.7795	26.0373	26.2977	26.5607	26.8263	27.0945	27.3655	27.6391	27.9155	28.1947	28.4766
Inspector II (F105)															
Non 24hr (F105a)	35.8181	36.1763	36.538	36.9034	37.2725	37.6452	38.0216	38.4019	38.7859	39.1737	39.5655	39.9611	40.3607	40.7643	41.172
24 hr (F105b)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Deputy Fire Marshall Non 24hr (F107)	40.791	41.1989	41.6109	42.027	42.4472	42.8717	43.3004	43.7334	44.1708	44.6125	45.0586	45.5092	45.9643	46.4239	46.8882
Lieutenant (F107)	29.1364	29.4277	29.722	30.0192	30.3194	30.6226	30.9289	31.2382	31.5505	31.866	32.1847	32.5065	32.8316	33.1599	33.4915
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	42.3299	42.7532	43.1807	43.6125	44.0486	44.4891	44.934	45.3833	45.8372	46.2955	46.7585	47.2261	47.6984	48.1753	48.6571
24 hr (F108b)	30.2356	30.538	30.8433	31.1518	31.4633	31.7779	32.0957	32.4167	32.7408	33.0682	33.3989	33.7329	34.0702	34.4109	34.755
Year	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**
Position Title															
Firefighter I (F101)	25.0606	25.3112	25.5643	25.8199	26.0781	26.3389	26.6023	26.8683	27.137	27.4084	27.6825	27.9593	28.2389	28.5213	28.8065
Firefighter II (F102)	26.3137	26.5768	26.8426	27.111	27.3821	27.6559	27.9325	28.2118	28.4939	28.7789	29.0667	29.3573	29.6509	29.9474	30.2469
Paramedic I (F105)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Paramedic II (F106)	30.8903	31.1992	31.5112	31.8263	32.1445	32.466	32.7906	33.1186	33.4497	33.7842	34.1221	34.4633	34.8079	35.156	35.5076
Engineer (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Rescue Tech (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Inspector I (F104)															
Non 24hr (F104a)	40.266	40.6687	41.0754	41.4862	41.901	42.32	42.7432	43.1707	43.6024	44.0384	44.4788	44.9236	45.3728	45.8265	46.2848
24 hr (F104b)	28.7615	29.0491	29.3396	29.633	29.9293	30.2286	30.5309	30.8362	31.1445	31.456	31.7706	32.0883	32.4091	32.7332	33.0606
Inspector II (F105)															
Non 24hr (F105a)	41.5836	41.9995	42.4195	42.8437	43.2721	43.7048	44.1419	44.5833	45.0291	45.4794	45.9342	46.3935	46.8575	47.3261	47.7993
24 hr (F105b)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Deputy Fire Marshall Non 24hr (F107)	47.3571	47.8307	48.309	48.7921	49.28	49.7728	50.2705	50.7732	51.281	51.7938	52.3117	52.8348	53.3632	53.8968	54.4358
Lieutenant (F107)	33.8265	34.1648	34.5064	34.8515	35.2	35.552	35.9075	36.2666	36.6292	36.9955	37.3655	37.7391	38.1165	38.4977	38.8827
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	49.1436	49.6351	50.1314	50.6327	51.139	51.6504	52.1669	52.6886	53.2155	53.7477	54.2851	54.828	55.3763	55.93	56.4893
24 hr (F108b)	35.1026	35.4536	35.8081	36.1662	36.5279	36.8931	37.2621	37.6347	38.011	38.3912	38.7751	39.1628	39.5544	39.95	40.3495

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this 6/18/2025.

Alan Webber (Jun 18, 2025 10:12 MDT)

Alan Webber, Mayor — **Date** 06/18/2025

Emily K. Oster

Emily Oster, Finance Director — **Date** 06/18/2025

ATTEST:

ANDREA SALAZAR (Jun 18, 2025 11:51 MDT)

Andrea Salazar, City Clerk — **Date** 06/18/2025

GB MTG 06/11/2025

APPROVED AS TO FORM:

christopher W. Ryan (Jun 2, 2025 18:09 MDT)

Chris Ryan, Assistant City Attorney — **Date** 06/02/2025

Santa Fe Firefighters Association – IAFF Local 2059

Charles Gonzales (Jun 3, 2025 09:12 MDT)

Charles Gonzales, President — **Date** 06/03/2025

Derrek Cowell (Jun 3, 2025 09:11 MDT)

Derek Cowell, Secretary — **Date** 06/03/2025

CITY OF SANTA FE

The Purchasing Memo

Date: June 18, 2026

To: Governing Body and Finance Committee

From: Erminia Tapia, Business Operations Manager

Via: Andrea K. Phillips, Deputy City Manager

Monica F. Maestas, Finance Director

Matthew T. Bonifer, Accounting Officer

Subject: Professional Services Agreement for Audit Services

Vendor Name: Carr, Riggs & Ingram, LLC

Munis Vendor Number: 9560

ITEM AND ISSUE:

Request for Approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services for the fiscal year ending June 30, 2027, in the amount of $360,483 including applicable gross receipts tax. The contractor will perform the services associated with the financial and compliance audit of the City of Santa Fe, Santa Fe Solid Waste Management Agency and Buckman Direct Diversion Project for fiscal year 2026 in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC et. seq.)

CONTRACT NUMBER:

The FY26 Munis contract number is 3260455.

BACKGROUND AND SUMMARY:

The City of Santa Fe is required to engage an IPA (Independent Public Accountant) to conduct an annual financial audit in accordance with the Audit Rule 2.2.2 NMAC. This includes review of the internal controls and compliance requirements applicable to the City of Santa Fe, Santa Fe Solid Waste Management Agency, and the Buckman Direct Diversion Project.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Accounting/1000142

Munis Object Name/Number: Audit Services/510330

Budget Officer / Designee: Andy Hopkins **Date:** 06/18/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP 25132 was issued on April 15, 2025

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 06/18/2026

AP
AP

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:
Horizons declination
CPO Service Determination Email
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract
Evaluation Report will be submitted by email to Finance Committee and Governing Body.

Not Final Copy

Contract No. **26-6160**

STATE OF NEW MEXICO
AUDIT CONTRACT

City of Santa Fe

hereinafter referred to as the "Agency," and

Carr, Riggs & Ingram, LLC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.,* Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

   A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2026** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.).*

2. **DELIVERY AND REPRODUCTION**

   A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.

   B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

   C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.

   D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

   E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **15** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. **COMPENSATION**

   A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **$360,483.00** including applicable gross receipts tax.

   B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

   C. Total Compensation will consist of the following:

SERVICES	AMOUNTS

Not Final Copy

(1) Financial statement audit	**$238,000.00**
(2) Federal single audit	**$27,200.00**
(3) Financial statement preparation	**$17,000.00**
(4) Other nonaudit services, such as depreciation schedule updates	**$0.00**
(5) Other (i.e., component units, specifically identified)	**$51,000.00**

Gross Receipts Tax = **$27,283.00**

Total Compensation = **$360,483.00** including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completedas of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.

2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.

3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.

4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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7. **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.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report , if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.,* NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards ,* issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1- 199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with

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Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, 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 the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Alan D. "A.J." Bowers**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **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.

25. **OTHER PROVISIONS**

NEW MEXICO TORT CLAIMS ACT Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 4141, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY	**CONTRACTOR**
City of Santa Fe	**Carr, Riggs & Ingram, LLC**
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:

State Auditor Contract No. 26 - **6160**

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:

Alan D. Bowers, Jr.
Alan D. Bowers, Jr. (Jun 17, 2026 09:23:34 CDT)
ALAN D. BOWERS, JR., PARNTER

DATE: Jun 17, 2026

NMBTIN: _____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos D. Martínez
Marcos D. Martínez (Jun 17, 2026 09:42:31 MDT)
MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 18, 2026 13:22:19 MDT)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

FY26 Audit Contract Carr Riggs Ingram - draft submitted to OSA 5-21-26 (1)

Final Audit Report 2026-06-17

Created:	2026-06-10
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANpC7fXcWNnTEqnOJEVVsEDOnFLz1DdkX
Documents:	FY26 Audit Contract Carr Riggs Ingram - draft submitted to OSA 5-21-26 (1).pdf (6 pages)
Number of Documents:	1
Document page count:	6
Number of supporting files:	0
Supporting files page count:	0

"FY26 Audit Contract Carr Riggs Ingram - draft submitted to OSA 5-21-26 (1)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-06-10 - 5:30:42 PM GMT- IP address: 63.232.20.2

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Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)

Signature Date: 2026-06-17 - 3:42:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.

2026-06-17 - 3:42:31 PM GMT

Audit not listed as a service provided

HORIZONS of New Mexico
Jobs for People with Disabilities

OUR PROVIDERS SERVICES

Workers with disabilities have their rightful place as providers of the labor force. In fact, many employers find they prefer State Use Program-trained personnel for their quality work, dependability, and positive attitude.

HORIZONS OF NEW MEXICO

Horizons of New Mexico is proud to partner with community rehabilitation programs and businesses owned by individuals with disabilities that train their employees in a wide variety of service careers, going on to perform their specialties for clients throughout the state with great success. Please call us to discuss existing or new services you might require.

HOME ABOUT US CONTACT US
HORIZONS of New Mexico
Jobs for People with Disabilities
PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

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

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Printing and Mailing
- Botanical Services
- Call Center Services
- Clerical Data Entry
- Computer Refurbishing

deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

- Architects
- Employment Support Services
- Landscape Architects
- Remediation – Wall Repair
- Lawyer Services
- Survey Services
- Surveyors

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities

HORIZONS of New Mexico
Jobs for People with Disabilities

- Document Destruction
- Envelope Stuffing
- Event Planning
- General Labor
- Greeting Services
- Hard Drive Destruction
- Janitorial and Housekeeping Services
- Kit Assembling
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse

is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management

HORIZONS of New Mexico
Jobs for People with Disabilities

- Pest Control and Extermination Services
- Plant Rental Services
- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Transcription Services
- Transportation
- Vehicle Washing
- Wildlife Services Management
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations
- Social Media Marketing
- Training Services

HORIZONS of New Mexico
Jobs for People with Disabilities

The services listed below State Use Program providers represent their capabilities and may not necessarily be services approved by the New Mexico Council for Purchasing from Persons with Disabilities. For the list of services deemed acceptable and unacceptable under the State Use Act by the Council, please click here.

ACUTE RESPONSE

- Medical Waste Disposal

A1 EXPERT CLEANERS

- Janitorial and Housekeeping Services

ADA ACCESSIBILITY CONSULTANT

- ADA Accessibility Consulting Services

AJ'S CLEANING SERVICE

- Janitorial Services

ADELANTE DEVELOPMENT CENTER

- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Decontamination, Sanitation and Sterilization Services
- Document Imaging
- Document Shredding
- Envelope Stuffing
- Hard Drive Destruction
- IT – Enterprise Application
- IT – IV & V
- IT Network and

CARC, INC.

- Janitorial Services and Housekeeping Services
- Yard, Grounds and Lawn Maintenance

CORIE CHAMBERS DESIGN

- Graphic Design
- Graphic Design – Logo Design
- Marketing
- Social Media Marketing

CLEARLY CLEAN JANITORIAL SERVICE

2/13/25, 12:23 PM Providers Services – Horizons of New Mexico

HOME ABOUT US CONTACT US

HORIZONS of New Mexico
Jobs for People with Disabilities

PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

- Kit Assembling
- Mailing Services
- Management of an Assistive Technology
- Reuse and Recycling Program
- Printing Services
- Shelf Stocking and Restocking
- Snow Removal

Housekeeping Services

- Yard, Grounds, and Lawn Maintenance
- Snow Removal

DISABLED AMERICAN VETERANS

- Transportation

DIGIPROS

- Bulk Mailing and Sorting
- Printing Services
- Screen Printing

ENMRSH, INC.

- Janitorial and Housekeeping Services
- Rest Area Maintenance
- Snow Removal

GALACTIC NETWORK

- IT Enterprise Application
- IT IV & V
- IT Network and Database Management
- IT Project Management
- IT Security Services
- IT Support

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HORIZONS of New Mexico
Jobs for People with Disabilities

- Printing Services
- Screen Printing

- Housekeeping Services
- Landscape Irrigation
- Landscaping
- Yard, Grounds, and Lawn Maintenance

MARATHON JANITORIAL

- Janitorial and Housekeeping Services

MY BUG GUYZ

- Pest Control and Extermination Services

NEBULA ADVISERS

PEAK PERFORMERS

- Temporary Staffing

PROSCAPE LAND MANAGEMENT

- Landscape Irrigation
- Landscaping
- Yard, Grounds, and Lawn Maintenance

RA HOUSE CO.

- IT – Web Design
- IT – Web Programmer

RT 66 AUCTIONS

- Auctioneering Services

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HORIZONS of New Mexico
Jobs for People with Disabilities

PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

- Services
- Rest Area Maintenance
- Snow Removal

- Janitorial and Housekeeping Services
- Rest Area Maintenance
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

- Sanitation and Sterilization Services
- Janitorial and Housekeeping Services
- Receptionist, Filing and Clerical Services

HOME ABOUT US CONTACT US

HORIZONS of New Mexico
Jobs for People with Disabilities

P: (505) 345-1540
F: (505) 345-2303
Send all procurements to:
Matt Loehman:
Mloehman@horizonsofnewmexico.org

Tax ID: 03-143403-00-7

Council Meetings
Documents & Forms
Contact Us

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TAPIA, ERMINIA M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, June 18, 2026 8:27 AM
To: TAPIA, ERMINIA M.
Cc: BONIFER, MATTHEW T.; MAESTAS, MONICA F.; PHILLIPS, ANDREA K.; DURAN, DESTINY C.
Subject: RE: Audit Services Determination

Erminia,

Based on the information you provided, the scope of work is classified as ***Professional Services*** for procurement purposes. This classification is made solely to answer the classification question and does not constitute a comprehensive review of the scope or of the procurement method's compliance with all applicable legal or regulatory requirements. This determination may change if the scope of work is modified from the original submission.

Procurements must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe Procurement Manual
- City ordinances
- Central Purchasing procedures
- Applicable State Statutes
- Any requirements of the New Mexico Department of Workforce Solutions, if applicable

Notes and additional approvals:

- Save this email as a PDF and upload it to the corresponding Munis record(s).
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes items that must be reviewed and preapproved by another City department or division, send the same scope of work to the appropriate email address before selecting a vendor and include their response in your packet/Munis.

For subject-matter review and signatures, use the following contacts:

- -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
- -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
- -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
- -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
- -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
- -Asset over $5k – questions: accountspayable@santafenm.gov.

- Ensure that the appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and in OpenGov https://procurement.opengov.com/governments/1784201/projects.
- When processing this procurement, please ensure the procurement number issued by OpenGov and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is ≥ $100,000.00, per SFCC 1987, Section 11-13, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must request approval of an *Authorization and Plan* before you process.
- ≤ $60,000.00 per year, one quote is acceptable.
- From $60,000.01 to $100,000.00 per year or per contract, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. It is highly recommended that you use OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you find an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

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

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

Book time to meet with me

Vendor Registration Sites and Current Procurement Opportunities:
[ERP] https://cityofsantafenm.tylerportico.com/va/vendor-access

[OpenGov - eProcurement] https://procurement.opengov.com/portal/santafenm
[Additional opportunities] https://www.withpavilion.com/

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

CITY OF SANTA FE
FINANCE

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

From: TAPIA, ERMINIA M. <emtapia@santafenm.gov>
Sent: Wednesday, June 17, 2026 7:49 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BONIFER, MATTHEW T. <mtbonifer@santafenm.gov>; MAESTAS, MONICA F. <mfmaestas@santafenm.gov>; PHILLIPS, ANDREA K. <akphillips@santafenm.gov>; DURAN, DESTINY C. <dcduran@santafenm.gov>
Subject: Audit Services Determination
Importance: High

Hi Travis,

This is an emergency request for a services determination for the following audit services:

> The contractor will perform the services associated with the financial and compliance audit of the City of Santa Fe, Santa Fe Solid Waste Management Agency and Buckman Direct Diversion Project for fiscal year 2026 in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC et. seq.)

Please respond as soon as you are able this item is urgent for our upcoming audit services, thank you!

Erminia M. Tapia
Business Operations Manager
City of Santa Fe, Finance Department
200 Lincoln Avenue
Santa Fe, NM 87501
emtapia@santafenm.gov

CITY OF SANTA FE

The City of Santa Fe, Central Purchasing Division (CPD)
AND
The Finance Department

REQUEST FOR PROPOSALS (RFP)

FINANCIAL AND COMPLIANCE – AUDITING SERVICES for Fiscal Year End June 30, 2025, 2026, 2027 & 2028

RFP# 25132

Proposals are due on: April 15, 2025

I. INTRODUCTION 1

A. PURPOSE OF THIS RFP 1
B. BACKGROUND INFORMATION 1
C. SCOPE OF PROCUREMENT 1
D. PROCUREMENT MANAGER 1
E. PROPOSAL SUBMISSION 2
F. DEFINITION OF TERMINOLOGY 2
G. PROCUREMENT LIBRARY 2

II. CONDITIONS GOVERNING THE PROCUREMENT 3

A. SEQUENCE OF EVENTS 3
B. EXPLANATION OF EVENTS 3
1. Issue RFP 4
2. Pre-Proposal Meeting 4
3. Deadline for Written Questions 4
4. Responses to Written Questions 4
5. Proposals Due Date 4
6. Interviews 5
7. Identification of Potential Best-Valued Offeror(s) 5
8. First Clarification Meeting 5
9. Final Clarification Meeting 5
10. Best and Final Offers 5
11. Governing Body Approval and SWMA Board Approval 6
12. Contract Awards 6
13. Protest Deadline 6
14. Finalize Contract 6
C. GENERAL REQUIREMENTS 6

III. RESPONSE FORMAT AND ORGANIZATION 7

A. NUMBER OF RESPONSES 7
B. NUMBER OF COPIES 7
1. ELECTRONIC SUBMISSION ONLY 7
C. PROPOSAL FORMAT 8

IV. EVALUATION 8

A. DESCRIPTION OF EVALUATION 9
B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA) 11
C. CLARIFICATION 11
D. AWARD 12

ATTACHMENT LIST – LIST OF ALL ATTACHMENTS INCLUDED IN THE RFP 13

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST 14

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM 16

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT 19

ATTACHMENT D - NON-COLLUSION AFFIDAVIT 21

ATTACHMENT E – KEY PERSONNEL LEAD FORM 22

ATTACHMENT F - PROJECT COST PROPOSAL FORM 22

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT 26

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE) 27

ATTACHMENT G (2) – VALUE ADDED PLAN (VA) 28

ATTACHMENT H – REFERENCE LIST **29**
ATTACHMENT I – CLARIFICATION PHASE GUIDE **30**
ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE **33**
ATTACHMENT K - DRAFT CONTRACT **34**

I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of accounting services to conduct a financial and compliance audit.

B. BACKGROUND INFORMATION

The City of Santa Fe is required to engage an IPA (Independent Public Accountant) to conduct an annual financial audit in accordance with Audit Rule 2.2.2 NMAC. This includes an audit of the City of Santa Fe's, Solid Waste Management Agency (SWMA) and the Buckman Direct Diversion Facilities'(BDD) internal controls and compliance requirements.

C. SCOPE OF PROCUREMENT

The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Years 2025, 2026, 2027 and 2028 in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-15, and the Audit Rule (Section 2.2.2.1 NMAC et seq.).

This procurement will result in a single award. The City will enter four separate contracts for the FY25, FY26, FY27, and FY28 audits of the City and BDD. SWMA will enter four separate contracts from this award for the same fiscal years. The duration of each contract will be one year from the latest date on which the contract is signed.

This procurement will result in contracts between three parties; the procurement may ONLY be used by those parties exclusively. The parties are the Office of the State Auditor, the Contractor, and the City/SWMA.

D. PROCUREMENT MANAGER

The Finance Department 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: Emily Oster, Procurement Manager
Telephone: (505) 629-3411

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the CPD at the following emails:

   Procurement Manager: ekoster@santafenm.gov
   CPD: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, 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 RFP.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

DEFINITION OF TERMINOLOGY.docx

G. 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

Other relevant links:
NM Office of the State Auditor | Accountability, Transparency and Excellence (saonm.org)

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 CPD and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	CPD	March 14, 2025	
Pre-Proposal/Vendor Education Meeting	Procurement Manager /Potential Offerors	March 25, 2025	
Deadline for Written Questions	Potential Offerors	March 27, 2025	5:00 PM
Response to Written Questions	Procurement Manager	March 31, 2025	
Proposals Due Date	**Offerors**	**April 15, 2025**	**3:00 PM**
*Interviews	Potential Offerors	April 17-18, 2025	
*Identification of Potential Best-Valued Offeror	Evaluation Committee	April 21, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror	April 22-24, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror	April 28-29, 2025	
*Best and Final Offers	Offeror	April 30-May 2, 2025	
*Governing Body Approval	Governing Body	May 25, 2025	
*Contract Award	Requesting Department	May 25, 2025	

*Dates indicated 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.

The City reserves the right to:

1. Change or extend the Proposals Due Date.

2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this RFP.

1. **Issue RFP**

   This RFP is being issued on behalf of The City Finance Department on the date indicated in the Sequence of Events.

2. **Pre-Proposal Meeting**

   A non- mandatory Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams. https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDE3Y2UxMTktZDU4Mi00YmJiLTgzMjYtMDIyNGI3NmFlOTNi%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 Offerors are encouraged to submit written questions in advance of the conference to CPD and the Procurement Manager. 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 the Sequence of Events. A public log will be kept of the names of potential Offerors 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 CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager. 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 the Sequence of Events and is available for all potential Offerors.

   An electronic version of the Questions and Answers will be posted to Bid Central.

5. **Proposals Due Date**

   Only **electronic** proposal submission is allowed.

   ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CPD VIA UPLOAD

   Proposals must be submitted electronically through Bid Central. Proposals submitted by facsimile and email 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 RFP. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Interviews

Offerors may be required to participate in interviews to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be on standby to clarify pricing if requested.

7. Identification of Potential Best-Valued Offeror

All 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 CPD and/or the Procurement Manager in conjunction with the Evaluation Committee may contact Offerors for clarification of the response. Responsive proposals will be evaluated on the factors which have been assigned point values in this RFP. The proposal with the highest score will be selected as a finalist Offeror. In accordance with NMSA 1978, Section 13-1-117, the responsible Offeror whose proposal is most advantageous to the City taking into consideration the Evaluation Factors in RFP will be recommended for award. 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 may require that the selected Offeror attend a First Clarification Meeting to present their 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 may be 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 should 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 the 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 and SWMA Board Approval

Considering that all four years' contracts are required and must be approved separately each year, and the total contract amounts will exceed the City Manager's approval threshold, the approval will come from the Governing Body. Each annual audit contract will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The Mayor signs all contracts approved by the Governing Body. SWMA's contract will require SWMA's board approval.

12. Contract Awards

Upon receipt of the signed contract, the Department will award as per the Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval. The Contractor must not commence work until the Department issues them a Purchase Order.

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 RFP, 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 RFP. 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 15th day. Protests must be written and must include the name and address of the protestor and the RFP 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
Purchasing_rfp@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contract

After approval of the Evaluation Committee Report, any contract 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 the 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 contract 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

Offerors 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 **should** be submitted in separate uploads as indicated below in this section and **should** be prominently identified as "Public Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted via Bid Central by the submission deadline. Submissions cannot be password protected and must be in **PDF format**, unless an **Excel spreadsheet or another format** is specifically requested. Offerors should allow ample time for uploading large files to ensure a complete proposal submission before the deadline.

As soon as you see this notice, **verify that you can log in to your VSS account** and access the RFP in Bid Central. Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you have any issues logging in, address them immediately to avoid delays.

Allow plenty of time to upload your proposal through the Bid Central link. If you encounter any issues, contact the CPD at **purchasing_RFP@santafenm.gov** at least two hours before the deadline. Issues reported within two hours of the deadline may not be resolved in time.

A submission will be deemed **late** if it is not both: (1) fully complete, and (2) received via the submission link by the deadline. Additionally, if a submission is not fully received by the deadline due to being captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any security or anti-virus software, it will also be deemed late.

If you are working on your submission close to the deadline and the clock strikes **3:00 PM**, the system **will not accept your submission** and may even log you out. **This is not a system error but rather a result of waiting until the last minute to submit. It is the offeror's responsibility to plan accordingly and ensure a timely submission.**

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of **Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

Offerors must accurately complete all required forms, adhering to the provided format and any specific instructions within each form. Failure to comply may result in disqualification.

The City requires the following documents to ensure a thorough and fair evaluation. **Mandatory** documents must be included in the proposal. **Desirable** documents should also be provided; if any are missing, Purchasing may request them before the evaluation. Proposals missing **rated** documents will receive a score of zero for the respective evaluation criteria.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Desirable
Attachment B	Campaign Contribution Disclosure Form	Mandatory
Attachment C	Conflict of Interest	Desirable
Attachment D	Non-Collusion Affidavit	Desirable
Attachment E	Key Personnel Proposal Form	Desirable
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Desirable
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Desirable

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 Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	45
2	Value Added Plan (VA)	5
3	Cost Proposal	20
4	Interview	30
5	Local Preference	3-6*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals should 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 should 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 should 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 should 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 should be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors should 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 should 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 should 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) should 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 may be required to participate in an interview to evaluate expertise. 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 on standby to clarify Pricing 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 should 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 RFP 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 RFP process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6% 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 at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

B. 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. During the evaluation period, competing offerors will not have access to the contents of other proposals.

b) Selection Check: Before the contract is awarded, an evaluation committee report should 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.

C. CLARIFICATION

Following the initial evaluation, the potential best value Offeror may be asked to enter into a Clarification Phase. This crucial phase, guided by Attachment I (Clarification Phase Guide), serves as a 'setting expectations'

process to ensure mutual understanding between the City and the Offeror. It provides an opportunity for both parties to clarify any aspects of the proposal and RFP, address identified issues, mitigate risks, and develop a comprehensive Weekly Risk Report (Attachment J). Depending on the outcome of the initial evaluation or the Clarification Phase, the City may request a Best and Final Offer (BAFO). The Offeror will conclude the Clarification Phase with a presentation at the Clarification Meeting, demonstrating a clear and aligned understanding of the project's requirements and expectations.

D. 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 is 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 Offeror's performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist (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	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should 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):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist (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 (LE, RA, VA) Checklist and Format
☐	Attachment H	Reference List

RFP # 25132

_____	_____
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 **Contractually Obligate**	**B** **Negotiate***	**C** **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 should 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 this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____

Authorized Signature and Date (*Should 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 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 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 RFP 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 RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 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 M Webber
Councilor Signe Lindell, Pro-tem
Councilor Alma Castro
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Pilar F.H.Faulkner
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.

Offerors shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Financial and Compliance Auditor 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 Financial and Compliance Auditor and known key personnel needs to describe the conflict.

The Financial and Compliance Auditor agrees that, if after award, an organizational conflict of interest is discovered, the Financial and Compliance Auditor makes an immediate and full written disclosure to the City that includes a description of the action that the Financial and Compliance Auditor 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 Financial and Compliance Auditor 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 Offerors if any of key personnel belong to more than one Offeror 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 Financial and Compliance Auditor contract. For the duration of this firm's involvement in the Financial and Compliance Auditor 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 proposing, or associated with an Offeror on the Financial and Compliance Auditor contract.

I certify that this firm will keep all Financial and Compliance Auditor 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 Financial and Compliance Auditor contract. I understand that if this firm leaves this Financial and Compliance Auditor contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Financial and Compliance Auditor 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 Financial and Compliance Auditor 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, proposals 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

FISCAL YEAR 2025

		Hourly Rates:	

Professional Level	City of Santa Fe	Buckman Direct Diversion	Solid Waste Management Agency
Partners			
Senior Manager			
Managers			
Seniors			
Staff			

Description of Services (Category)	Amount of Hours	Hourly Rates by Category	Total Amount
Financial statement audit			
Federal single audit			
Financial statement preparation			
Other non-audit services, such as depreciation schedule updates			
Other (i.e., component units, specifically identified)			
Grand Total			

FISCAL YEAR 2026

		Hourly Rates:	
Professional Level	City of Santa Fe	Buckman Direct Diversion	Solid Waste Management Agency
Partners			
Senior Manager			
Managers			
Seniors			
Staff			

Description of Services (Category)	Amount of Hours	Hourly Rates by Category	Total Amount
(1) Financial statement audit			
(2) Federal single audit			
(3) Financial statement preparation			
(4) Other non-audit services, such as depreciation schedule updates			
(5) Other (i.e., component units, specifically identified)			
Grand Total			

FISCAL YEAR 2027

		Hourly Rates:	
Professional Level	**City of Santa Fe**	**Buckman Direct Diversion**	**Solid Waste Management Agency**
Partners			
Senior Manager			
Managers			
Seniors			
Staff			

Description of Services (Category)	**Amount of Hours**	**Hourly Rates by Category**	**Total Amount**
(6) Financial statement audit			
(7) Federal single audit			
(8) Financial statement preparation			
(9) Other non-audit services, such as depreciation schedule updates			
(10) Other (i.e., component units, specifically identified)			
Grand Total			

FISCAL YEAR 2028

		Hourly Rates:	
Professional Level	**City of Santa Fe**	**Buckman Direct Diversion**	**Solid Waste Management Agency**
Partners			
Senior Manager			
Managers			
Seniors			
Staff			

Description of Services (Category)	**Amount of Hours**	**Hourly Rates by Category**	**Total Amount**
(11) Financial statement audit			
(12) Federal single audit			
(13) Financial statement preparation			
(14) Other non-audit services, such as depreciation schedule updates			
(15) Other (i.e., component units, specifically identified)			
Grand Total			

All amounts provided should include all labor, materials, equipment, transportation, per-diem, configuration, installation, training and profit to provide the goods and/or services and meet requirements described in this RFP.

Fiscal Year 25: Total $_____

Fiscal Year 26: Total $_____

Fiscal Year 27: Total $_____

Fiscal Year 28: Total $_____

Fiscal Year 25 – Fiscal Year 28: Grand Total $_____

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

Offerors should 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 should 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)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **1-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column.

***Note: the instructions above may be deleted from this form.**

Performance Metrics

Requirement	City of Santa Fe Sample	Offeror's Project Performance	Ref #
# of auditing services projects	1	[Enter value]	[#]
# of auditing services projects in New Mexico	1	[Enter value]	[#]
# of auditing services projects with government entities	1	[Enter value]	[#]
Average Duration of Projects (years)	4	[Enter value]	[#]
Average Project Budget ($)	$200,000	[Enter value]	[#]
Average Customer Satisfaction	10/10	[Enter value]	[#]
Average Cost Deviation (%)	0%	[Enter value]	[#]
Average Time Deviation (%)	0%	[Enter value]	[#]

Additional Project Performance Metrics (Optional)

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror's Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template**.
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City that are not included in the Scope of Procurement**. The value-added claims should be prioritized (identify the most important claims first).
- Offerors may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**.
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should 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.

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Provide more support to audit in a faster period of time	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template**.
- The Reference List's "Ref #" should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should 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	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

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 Offeror 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 Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award.

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 Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and is encouraged to utilizes the Weekly 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 should ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
    vi. A Weekly Risk Reporting System (WRRS, 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 weekly 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-Offerors, designer/AE, interested parties, etc.).
ii. Present the scope of services (schedule, cost, deliverables, etc.).
iii. Identify the City's responsibilities.
iv. Propose the Weekly 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 investigation.
    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. Weekly 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 may be 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 should 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 will walk the City through the entire contract period and summarize all 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 be prepared to provide documents explaining what the City is responsible for during the contract period. The Offeror should 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 – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS). The Weekly Risk Reporting System (WRRS) 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 WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror 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 Offeror (or entities subcontracted by the Offeror), 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 weekly report is an Excel file that should 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 should 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'). Weekly Reports are to be emailed by Monday.

The weekly 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 weekly 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 Offeror should not wait to submit the weekly risk report. The Offeror should 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 should 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 Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The draft included in this Appendix 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 separate document)

CARRR-2 OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2026

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

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

PRODUCER 334-347-2631 Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	CONTACT NAME: Forrest J. Warren PHONE (A/C, No, Ext): 334-347-2631 FAX (A/C, No): 334-393-2345 E-MAIL ADDRESS: jennifer@whittakerwarren.com
INSURED CRI Advisors LLC, Carr, Riggs, & Ingram Capital, L.L.C. & its subsidiaries and Carr, Riggs & Ingram, L.L.C. 100 N Main Street Enterprise, AL 36330	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance of — 20478 INSURER B : Transportation Insurance Co — 20494 INSURER C : Continental Insurance Company — 35289 INSURER D : Continental Casualty Company — 20443 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X	X	6045711126	01/07/2026	01/07/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	6045711112	01/07/2026	01/07/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10000	X	X	6045711143	01/07/2026	01/07/2027	EACH OCCURRENCE AGGREGATE	$ 22,000,000 $ 22,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6045689709	12/31/2025	12/31/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate holder is additional insured on a primary, non-contributory basis where required by written contract. A waiver of subrogation applies where required by written contract.

CERTIFICATE HOLDER

RIORANC

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Forrest J. Warren

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Signature:

Email: mfmaestas@santafenm.gov

CRI FY2627 Audit Services Contract

Final Audit Report 2026-06-18

Created:	2026-06-18
By:	ERMINIA TAPIA (emtapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5-x16nCjJS1IgGnARD63CvAs0oOg2d4H
Documents:	CRI FY2627 Audit Services Contract.pdf (57 pages)
Number of Documents:	1
Document page count:	58
Number of supporting files:	0
Supporting files page count:	0

"CRI FY2627 Audit Services Contract" History

Document created by ERMINIA TAPIA (emtapia@santafenm.gov)
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The Purchasing Memo

DATE: June 24, 2026

TO: Finance Committee, Governing Body

FROM: Andrea Phillips, Deputy City Manager AKP
Melanie Lovato, Risk Analyst

VIA: Brian Moya, Interim City Manager

RE: Contract Amendment #2: Request for Approval of Renewal of Comprehensive Insurance Program for Plan Year 2026-27

Vendor Name: Arthur J. Gallagher (through various insurance carriers)

Munis Vendor #: 8195

ITEM AND ISSUE:

The City Manager's Office/Risk and Safety respectfully requests your review and approval for Contract Amendment #2 to Arthur J. Gallagher's insurance contract and to bind these coverages with the estimated premiums for plan year 2026-2027 for a not to exceed amount of $4,177,105.76.

CONTRACT NUMBER:

The contract number is #3260029.

BACKGROUND AND SUMMARY:

Arthur J. Gallagher ("Contractor") was selected in 2025 through a competitive RFP process (RFP #25127) to serve as the City's broker for comprehensive insurance coverage for a four-year period. The City's plan year is July 1 to June 30 and each year the City must renew these policies. Funding for insurance premiums is budgeted in the adopted FY27 budget. The Contractor will present the quotes received from carriers for various lines of insurance and will discuss the plan limits and premiums for the upcoming plan year.

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

Staff seek approval from the Governing Body on the selected lines of insurance and premiums for the 2026-27 plan year and authority to bind the insurance agreements through the broker with various carriers. The City is partially self-insured, with SIR (self-insured retention) amounts for each policy.

Contract Amendment #1 provided an additional $174,000 for a line of coverage that was missing in the initial contract and an additional estimate for premiums that could increase due to mid-year audits of the city's vehicles and equipment listing and workers' compensation rolls for a new total amount of $4,133,989.08. In the proposed Contract Amendment #2, the excess liability policy for non-law enforcement and law enforcement includes an SIR (Self Insured Retention) rate of $750k, a reduction from current policy.

The City continues to make strides in identifying and addressing risk issues to reduce exposure and claims. Overall, premiums are similar or slightly lower from FY 2026. The estimated total for the upcoming plan year is $4.2 million should these coverages be selected by the City.

Proposed Insurance Coverages and Estimated Annual Premiums include:

Property including B & M-*AIG Specialty Insurance Co.*	$	488,316.62
Crime-*National Union Fire Insurance Co.*		8,065.00
Fine Art-*StarNet Insurance Company*		5,870.00
Automobile PD and Contractors Equipment -*Hanover Insurance Co.*		201,230.00
Excess Liability (non-law enforcement)-*Gemini Insurance Co.**		1,542,984.00
Excess Liability (law enforcement)-*Lexington Insurance Co.**		963,644.57
Cyber Liability-*Chaucer Insurance Co.*		59,412.13
Fiduciary Liability-*National Union Fire Insurance Co.*		11,300.00
Storage Tank Liability-*Ace American Insurance Co. of Pittsburgh*		4,523.00
Excess Workers' Compensation-*Midwest Employers Company*		265,002.00
Aviation Liability-*Starr Indemnity*		14,164.00
Environmental (pollution) Liability (City)-*Evanston Insurance Company*		141,114.11
SFUAD Campus-various**		347,933.82
Terrorism-		23,546.49
Estimated add'l for audit changes/additional premiums		100,000.00
Total Premiums	**$**	**4,177,105.76**

**SIR at $750,000 (down from $1 million)*
***SFUAD—Santa Fe University of Art and Design (Midtown Campus) -various coverages for property and excess property*

ATTACHMENTS:
Contract Amendment #2
Arthur J. Gallagher Program Proposal Renewal Quotes

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Risk Fund (600) and Workers Comp Fund (610)

Munis Org Name/Number: Risk Admin/6001750 and Workers Comp/6100231

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Arthur J. Gallagher was selected through a competitive RFP process (#25127) to serve as the City's broker for comprehensive insurance coverage.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Vehicles included? ☐ **Yes** | ☒ **No**

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

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

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

Proposal of Insurance

City of Santa Fe

P.O. Box 909
Santa Fe, NM 87504

Presentation Date: June 18, 2026

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos.IL 100292093 / CA 0D69293

Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Your Gallagher Team **3**
Program Structure **4**
Named Insured **5**
Market Review **6**
Location Schedule 8
Full Program Details **9**
Property including B&M - AIG Specialty Insurance Company 9
Property OPTION – GovPro Insurance Trust 15
Excess Property - $100M Part Of $100M xs $100M (MSIG) - Mitsui Sumitomo Ins Co of America 19
Crime - National Union Fire Insurance Company of Pittsburgh PA 20
Fine Art - StarNet Insurance Company 22
Environmental Liability (city properties) - Evanston Insurance Company 25
Auto Physical Damage - Hanover Insurance Company 27
Excess Liability $3mm Limit xs $1mm NO LEL - Gemini Insurance Company 30
Law Enforcement Liability $3mm xs $1mm - Lexington Insurance Company 33
Cyber Liability - Chaucer Insurance Company Designated Activity Company (DAC) 35
Fiduciary Liability - National Union Fire Insurance Company of Pittsburgh PA 39
Environmental Liability - ACE American Insurance Company 41
Excess Workers Compensation - Midwest Employers Casualty Company 46
Excess Workers Compensation - Safety National Casualty Corporation 48
Contractors Equipment - Hanover Insurance Company 48
Property - $2.5M Part of $5M (Lexington) - Lexington Insurance Company 48
Property - $5M Part of $10M (Landmark) - Landmark American Insurance Company 51
Excess Property - $2.5M Part of $5M Excess of $5M (Kinsale) - Kinsale Insurance Company 53
Excess Property - $5M Part Of $10M Excess Of $10M (Endurance) - Endurance American Specialty Ins Co 55
Excess Property - $5M Part of $10M Excess $10M (Arch) - Arch Specialty Insurance Company 57
Excess Property - $53,599,897 Excess $20M (Intact) - Homeland Insurance Company of New York 60
Premium Summary **64**
Payment Plans 67
Proposal Disclosures **68**
Proposal Disclosures 68
Client Signature Requirements **71**
Surplus Lines Notice - New Mexico 72
Coverages for Consideration 72
Client Authorization to Bind Coverage 73
Appendix **78**
Compensation Disclosure Schedule 78
Binding Requirements 81
Claims Reporting By Policy 82
Gallagher STEP Flyer 86
Cyber Liability eRiskHub Features 88
Gallagher Bassett Services Flyer 89
Gallagher Benefit Services Flyer 90
Business Continuity Flyer 91
Gallagher Insight Flyer 93
Gallagher Verify Flyer 94

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	Role	Email	Phone
John Chino, ARM-PE, CSRM Area Senior Vice President	Producer	John_Chino@ajg.com	(949) 349-9827 (p) (909) 239-4733 (c)
Nasreen Kopecky Account Executive	Client Service Manager	Nasreen_Kopecky@ajg.com	(949) 349-9857 (p) (949) 235-0169 (c)

Program Structure

Named Insured

Add / Change / Delete	Named Insured	Property including B&M	Crime	Fine Arts	Pollution Legal Liability	Business Automobile & Inland Marine	Excess Liability	Cyber Liability	Fiduciary Liability	Airport Liability	Storage Tank Liability	Excess Workers' Compensation	Property - SFUAD	Terrorism
	City of Santa Fe	X	X	X	X	X	X	X	X	X	X	X	X	X
	City of Santa Fe & City of Santa Fe Municipal Airport									X				

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	*Insurance Company ** (AM Best Rate/Financial Strength)*	*Market Response **	*Admitted ****
Primary Property including B&M	AIG Specialty Insurance Company (A XV)	Quoted	Non-Admitted
Excess Property	Mitsui Sumitomo Insurance Co of America (A+ XV)	Quoted	Non-Admitted
Crime	National Union Fire Insurance Company of Pittsburgh PA (A XV)	Quoted	Admitted
Fine Art	StarNet Insurance Company (A+ XV)	Quoted	Admitted
Pollution Legal Liability (city properties)	Evanston Insurance Company (A XV)	Quoted	Non-Admitted
Auto Physical Damage/Contractors Equipment	Hanover Insurance Company (A XV)	Quoted	Admitted
Excess Liability	Gemini Insurance Company (A+ XV)	Quoted	Non-Admitted
Law Enforcement Liability	Lexington Insurance Company (A XV)	Quoted	Non-Admitted
Cyber Liability	Chaucer Insurance Company Designated Activity Company (DAC) (A XV)	Quoted	Non-Admitted
Fiduciary Liability	National Union Fire Insurance Company of Pittsburgh PA (A XV)	Quoted	Admitted
Storage Tank	ACE American Insurance Company (A++ XV)	Quoted	Admitted
Excess Workers Compensation	Midwest Employers Casualty Company (A+ XV)	Quoted	Admitted
Excess Workers Compensation	Safety National Casualty Corporation (A++ XV)	Quoted	Admitted
Property – SFUAD	Lexington Insurance Company (A XV)	Quoted	Non-Admitted
Property – SFUAD	Landmark American Insurance Company (A++ XV)	Quoted	Non-Admitted
Excess Property - SFUAD	Kinsale Insurance Company (A XIV)	Quoted	Non-Admitted
Excess Property - SFUAD	Endurance American Specialty Ins Co (A+ XV)	Quoted	Non-Admitted
Excess Property - SFUAD	Arch Specialty Insurance Company (A+ XV)	Quoted	Non-Admitted
Excess Property - SFUAD	Homeland Insurance Company of New York (A+ XV)	Quoted	Non-Admitted
Terrorism Standalone	Underwriters at Lloyd's London (A XV)	Recommended Quote	Non-Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

As per schedule submitted April 3, 2026 on file

Full Program Details

Property including B&M

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	AIG Specialty Insurance Company	AIG Specialty Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$507,000.00	$474,080.00
SL Taxes and fees	$15,225.21	$14,236.62
Exposure / TIV	TIV $483,557,020	TIV - $491,479,832
TRIA	$14,000.00	$15,000.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25%	25.00% Of Total Premium
Estimated Cost	**$522,225.21**	**$488,317.00**

Standard Coverages	Expiring	Proposed
Policy Limit	$100,000,000 is the Maximum Liability in any One Occurrence as a Result of all Covered Loss or Damage Regardless of the Number of Insured Locations, Coverages or Covered Causes of Loss Under This Policy.	$300,000,000 is the Maximum Liability in any One Occurrence as a Result of all Covered Loss or Damage Regardless of the Number of Insured Locations, Coverages or Covered Causes of Loss Under This Policy.
AIG Specialty's Participation	100.00% Being $100,000,000 Part of $100,000,000 Per Occurrence and in the Primary and the Maximum Amount Payable by the Company	100.00% Being $100,000,000 Part of $100,000,000 Per Occurrence and in the Primary and the Maximum Amount Payable by the Company
Earth Movement	$1,000,000: Annual Aggregate for all covered loss or damage arising out of Earth Movement	$25,000,000: Annual Aggregate for all Covered Loss or Damage Arising out of Earth Movement
Flood:		
Annual Aggregate for all Covered Loss or Damage Arising out of Flood	$1,000,000	$10,000,000
Subject to a.1.B.I. Above, The Annual Aggregate for all Covered Loss or Damage Arising out of Flood in a Special Flood Hazard Area (Sfha) as Defined by the Federal Emergency Management Agency (Fema) at the Time of the Loss:	$1,000,000	$1,000,000
Other Sublimit(s) Applicable to Flood:		

Standard Coverages	Expiring	Proposed
- Subject to A.1.b.i above, the Annual Aggregate for all covered loss or damage arising out of flood in a Moderate Flood Hazard Area (MFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss:	$1,000,000	$5,000,000
Named Storm:	$1,000,000 for all covered loss or damage arising out of Named Storm	$100,000,000 for all Covered Loss or Damage Arising out of Named Storm
Contractor'S Equipment	$100,000 for physical loss or damage to contractor's equipment per item subject to a maximum Sublimit of $250,000 per Occurrence	$100,000 for Physical Loss or Damage to Contractor'S Equipment Per Item Subject to a Maximum Sublimit of $250,000 Per Occurrence
Ordinary Payroll	365 days	365 Days

Additional Coverages	Expiring	Proposed
Sublimits:		
Contingent Time Element:	$1,000,000 except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$1,000,000 Except as Respects Earth Movement, Flood, And Named Storm, Where the Sublimit is not Covered
Extended Period of Indemnity:	365 days	365 Days
Extra Expense:	$100,000	$100,000
Ingress & Egress:	30 days, subject to a maximum Sublimit of $100,000 and a distance limitation of 1 mile	30 Days, Subject to a Maximum Sublimit of $100,000 and a Distance Limitation of 1 Mile
Interruption by Civil or Military Authority:	30 days, subject to a maximum Sublimit of $100,000 and a distance limitation of 1 mile	30 Days, Subject to a Maximum Sublimit of $100,000 and a Distance Limitation of 1 Mile
Rental Value:	$1,100,000	$1,100,000
Royalties:	$100,000	$100,000
Accounts Receivable:	$100,000	$1,000,000
Debris Removal:	100.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of $250,000	100.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sublimit of $10,000,000
Demolition and Increased Cost of Construction:		
- Demolition Coverage A:	$250,000	$10,000,000
- Demolition Coverage B:	$250,000	$5,000,000
- Demolition Coverage C:	$250,000	$5,000,000
Electronic Data and Media:	$250,000	$500,000
Errors or Omissions:	$250,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$2,500,000
Expediting Expenses:	$100,000	$2,500,000

Additional Coverages	Expiring	Proposed
Fine Arts:	$2,500 per item subject to a maximum Sublimit of $25,000 per Occurrence	$10,000 Per Item Subject to a Maximum Sublimit of $250,000 Per Occurrence
Fire Brigade Charges and Extinguishing Expenses:	$1,000,000	$1,000,000
Leasehold Interest (Including Leasehold Improvements & Betterments):	$1,000,000	$1,000,000
Limited Pollution Coverage:	$100,000 Annual Aggregate	$500,000 Annual Aggregate
Miscellaneous Unnamed Locations:	$100,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$2,500,000
New Construction and Additions:	$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED. In no event will the Company pay more than $25,000 for Soft Costs	$2,500,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sublimit is not Covered. In no Event Will the Company Pay More than $100,000 for Soft Costs.
Newly Acquired Property:	$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$5,000,000
Outdoor Property:	$5,000 per item subject to a maximum of $50,000 per Occurrence	$50,000 Per Item Subject to a Maximum of $250,000 Per Occurrence
Pairs or Sets:	$25,000	$25,000
Professional Fees:	$100,000	$100,000
Property Removed from Insured Locations:	$50,000	$50,000
Service Interruption:	$100,000	$1,000,000
Spoilage:	$25,000	$100,000
Transit:	$25,000 per conveyance subject to a maximum Sublimit of $100,000 per Occurrence	$25,000 Per Conveyance Subject to a Maximum Sublimit of $250,000 Per Occurrence
Valuable Papers and Records:	$1,000,000	$1,000,000
Fungus, Mold or Spore Sublimit:		$100,000 Per Occurrence and in the Annual Aggregate
Time Element Loss		$1,100,000 per Occurrence
Equipment Breakdown:		
Equipment Breakdown	$100,000,000 for all covered loss or damage from Equipment Breakdown	$100,000,000 for all Covered Loss or Damage from Equipment Breakdown
i. Extra Expense:		$50,000
ii. Contingent Time Element:		$50,000
iii. Demolition and Increased Cost of Construction:		$50,000
iv. Electronic Data and Media:		$50,000
v. Expediting Expenses:		$50,000
vi. Newly Acquired Property:		30 Days, but in no event will the Company pay more than $100,000, subject to all other sublimits contained herein

Additional Coverages	Expiring	Proposed
vii. Service Interruption:		$50,000
viii. Soft Costs:		$50,000
ix. Extended Period of Indemnity:		180 Days

Deductibles/SIR	Expiring	Proposed
Deductible - Qualifying Periods:		
Deductible - - Ingress & Egress:	24 hours	24 hours
Deductible - - Interruption by Civil or Military Authority:	24 hours	24 hours
Deductible - - Service Interruption:	24 hours	24 hours
Deductible - Deductibles Shown Below Apply Per Occurrence Unless Otherwise Stated		
Deductible - Policy Deductible:	$100,000 applicable to all covered loss or damage unless otherwise stated below or in this Policy	$100,000 applicable to all covered loss or damage unless otherwise stated below or in this Policy
Deductible - Earth Movement:	$100,000 for all covered loss or damage arising out of Earth Movement (other than as set forth in this Earth Movement Deductible section)	$100,000 for all covered loss or damage arising out of Earth Movement (other than as set forth in this Earth Movement Deductible section).
Deductible - Flood:	$100,000 for all covered loss or damage arising out of Flood (other than as set forth in this Flood Deductible section).	$100,000 for all covered loss or damage arising out of Flood (other than as set forth in this Flood Deductible section)
Deductible -- Flood		5.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $250,000 any one Occurrence for all covered loss or damage arising out of Flood at any property wholly or partially within a Special Flood Hazard Area (SFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA)
Deductible - - Other Deductibles applicable to Flood:	2.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $250,000 any one Occurrence for all covered loss or damage arising out of Flood at any property wholly or partially within a Special Flood Hazard Area (SFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA).	2.00% of Total Insurable Values at the time of the loss at each covered location involved in the loss or damage, subject to a minimum of $100,000 any one occurrence for all covered loss or damage arising out of flood at any property wholly or partially in a Moderate Flood Hazard Area (MFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA).

Deductibles/SIR	Expiring	Proposed
Deductible - Equipment Breakdown: Property Damage and Time Element Combined Deductible:	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown
Deductible - Windstorm or Hail Deductible		2% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Windstorm or Hail.
Deductible - Named Wildfire Deductible		$500,000 per Insured Location for all covered loss or damage arising out of Named Wildfire
Deductible - Named Storm - for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	2.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	Not Applicable of Total Insurable Values at the Time of the Loss at Each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence

Endorsements (including but not limited to)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage - LX4275 10/20
Federal Share Of Compensation Under Tria And Cap On Losses Endorsement - 125595 03/20
Fungus Mold Or Spore Addt Coverage Endt (Aggregate) - LX137992 4/21
High Hazard Earthquake Zones Nm Pnw Amendatory Endorsement - LX138014 06/20
Property Cyber And Data Endt - LMA5400 11/19
Time Element Loss Sublimit Endt - LX137967 3/20
Riot Strike Or Civil Commotion Amended Definition Endt - LX138151 8/23
Windstorm Or Hail Deductible Endorsement - LX138149 1/23
General Change Endorsement - MANUSCRIPT
Named Wildfire Deductible Endorsement - MANUSCRIPT
LIMITED TWO YEAR GUARANTEED RATE ENDORSEMENT
Definitions - 115921 (9/19)

Exclusions (including but not limited to)
Domestic Terrorism Coverage W Exclusion For Intl Terrorism And NBCR Endorsement - LX138033 5/24
Terrorism Exclusion Endorsement - LX138182 5/24/ LM138182 (05/24)
Air Supported Structures Exclusion Endorsement - LX137974 03/20
Grain Elevator Exclusion Endorsement - LX137982 03/20
(1) Dams, Dikes And Levees And (2) Fill Beneath Any Buildings Or Structures Exclusion Endorsement - LX137978 03/20
Extortion Ransomware Exclusion - LX138119 9/22
Digital Assets And Digital Operations Exclusion - LX138115 6/22
NBCR Exclusion With Coverage For Radioactive Contamination Endorsement - LX138111 3/23
Confiscation Expropriation Nationalization Exclusion - LX138138 3/23

Perils Covered:

Type	*Description*
Special Form Perils	Applies

Other Significant Terms and Conditions/Restrictions:

Description
Coverage Territory: The United States, Its Territories and Possessions and Puerto Rico, Including Their Respective Coastal Waters.
Cancellation: 60 days written notice from the Company, except 10 days written notice from the Company in the case of non-payment of premium

Property including B&M – OPTION

Carrier Information	Expiring	Proposed
Policy Term		7/1/2026 - 7/1/2027
Carrier		Lloyds of London (Multiple Syndicates)
Admitted/Non-Admitted		Non-Admitted
Payment Plan		Payment due upon receipt
Payment Method		Agency Bill

Premium & Exposures	Expiring	Proposed
Premium		$449,928.00
Program Mgmt Fees		$22,496.00
SL Taxes and fees		$15,928.58
Exposure / TIV		TIV - $500,197,675
Minimum Type		Minimum Earned Premium
Minimum Amount / Description		35.00% Of Total Premium Per Member
Estimated Cost		**$ 488,352.58**

Coverage Summary	
Trust Name	GovPro Insurance Trust
Tower Code	ALPHA.01
Insurance Carrier	Per Schedule of Carriers - Attached
Property Coverage	"**All Risk**" of direct physical loss or damage to property insured including the perils of wind, hail, flood, earthquake, and inland marine except as hereinafter excluded.
Property Policy Form	GovPro Policy Form 2026
Equipment Breakdown Form	Liberty Mutual Policy Form
Covered Locations	Per Schedule on File with the Program Manager, Gallagher Atlanta
TIV	Buildings: $452,483,461 / Contents: $31,073,558 - **TOTAL: $500,197,675**

E. Property		Loss Limit	Deductible
1	All Risk/AOP	$1,000,000,000/Occurrence	$100,000
2	Named Storm	$1,000,000,000/Occurrence	$100,000
3	Wind	$1,000,000,000/Occurrence	$100,000
4	Hail	$1,000,000,000/Occurrence	$100,000
5	Flood - Low Hazard	$100,000,000 Occ/Agg per Member	$100,000
6	Flood – Moderate Hazard (B, X-500)	$50,000,000 Occ/Agg per Member	$250,000
7	Flood – High Hazard (A, AE, V)	$5,000,000 Occ/Agg per Member	$500,000[1]
	Combined Annual Aggregate Flood Limit	$500,000,000	
8	Earthquake	$100,000,000 Occ/Agg per Member	$100,000
9	Earthquake – New Madrid	$25,000,000 Occ/Agg per Member	$250,000
	Combined Annual Aggregate EQ Limit	$500,000,000	
10	Licensed Vehicles	Nil	$100,000
I. Inland Marine			
1	Mobile Equipment (Scheduled)	$6,860,813	$25,000
K. Equipment Breakdown			
1	Property Damage	$500,000,000	$25,000

[1] Excess of NFIP shall apply per building and its contents whether purchased or not

Program Limits of Liability – Per Occurrence Shared Limit for All Members

#	Coverage	Limit (Per Occurrence Unless otherwise Stated)	
1	All Risk/AOP	$1,000,000,000	$100,000
2	Named Storm		
3	Wind		
4	Hail		
5	Flood - Low Hazard	$100,000,000	
6	Flood – Moderate Hazard (B, X-500)	$50,000,000	$250,000
7	Flood – High Hazard (A, AE, V)	$5,000,000	$500,000
8	Earthquake	$100,000,000	$100,000
9	Earthquake – New Madrid	$25,000,000	$250,000
10	Licensed Vehicles	Nil	$100,000

Time Element – Per Occurrence Shared Limit for All Members

#	Coverage	Limit	Deductible	Terms
1	Business Income	$50,000,000	$100,000	Plus 24 Hour Waiting Period
2	Extra Expense	$25,000,000	$100,000	
3	Expediting Expense	$25,000,000	$100,000	
4	Contingent Business Income	$2,000,000	$100,000	
5	Tax Interruption Income	$2,000,000	$100,000	
6	Dependent Properties	Excluded	N/A	
7	Utilities Service Interruption	$5,000,000	$100,000	
8	Leasehold Interest	$1,000,000	$100,000	
9	Extended Period of Indemnity	180 Days	N/A	
10	Civil or Military Authority	$10,000,000	$100,000	1 mile; 30 Days
11	Ingress/Egress	$10,000,000	$100,000	1 mile; 30 Days
12	Attraction Property	$1,000,000	$100,000	1 mile; 30 Days

Property Valuations

#	Coverage	Valuation
1	Real and Personal Property	Replacement Cost
2	Business Income	Actual Loss Sustained
3	Mobile Equipment	Actual Cash Value
4	Licensed Vehicles (Lot Coverage)	Actual Cash Value - *Replacement Cost if 5 Years or Newer*
5	EDP Equipment	Replacement Cost
6	Valuable Papers	Reproduction Cost
7	Fine Arts	Appraised Value
8	Historic Buildings (if any)	Functional Replacement Cost
9	Vacant Buildings	Actual Cash Value
10	Roofs Over 20 Years Old	Actual Cash Value

Inland Marine Limits of Liability – Per Occurrence Shared by All Members

#	Coverage	Valuation
1	Contractors Equipment (Scheduled)	$6,860,813
2	Unscheduled Equipment	$1,000,000 per occurrence
3	Unscheduled Equipment	$25,000 per item
4	Rented & Hired Equipment	$1,000,000
5	Employee Tools & Equipment	$5,000 per employee; $50k per member
6	Musical Instruments (Unscheduled)	$100,000

7	Athletic & Band Uniforms (Unscheduled)	$50,000
8	Athletic Equipment (Unscheduled)	$100,000
9	Flood	$5,000,000
10	Earthquake	$5,000,000

Inland Marine Deductibles – Per Member

#	Coverage	Deductibles
1	Inland Marine Coverage	$25,000
2	Wind & Hail	$100,000
3	Flood	$100,000
4	Earthquake	$100,000

Equipment Breakdown Coverages – Per Occurrence Shared by All Members

#	Coverage	Limit
1	Property Damage	$500,000,000
2	Business Income	$25,000,000
3	Extra Expense	Combined with BI
4	Expediting Expenses	$10,000,000
5	Off-Premises Utilities Service Interruption	$10,000,000
6	Hazardous Substances	$10,000,000
7	Perishable Goods & Food Spoilage	$10,000,000
8	Ammonia Contamination	$10,000,000
9	EDP Media	$10,000,000
10	Jurisdictional Inspections	Included

Equipment Breakdown Deductibles – Per Member

#	Coverage	Deductibles
1	Equipment Breakdown	$25,000
2	All Substation Transformers	As Stated on Liberty Mutual Policy
3	Time Element	24 Hour Waiting Period

Coverage Extensions and Sub-Limits – Per Occurrence Shared by All Members

#	Coverage	Limit
1	Accounts Receivable	$10,000,000
2	Public Sector Service Animals	No Coverage Provided
3	Arson Reward	$250,000
4	Contamination & Pollutant Cleanup	$100,000 Per Member; $500,000 Per Occurrence
5	Debris Removal	$10,000,000 or 25% of Loss; whichever is less
6	EDP Equipment	Included as part of Personal Property
7	EDP Media	$10,000,000
8	Fine Arts – Unscheduled	$5,000,000 – max of $25,000 per item
9	Fire Department Charges	$500,000
10	Fungus, Mold, Wet or Dry Rot	$50,000 Per Member; $500,000 Per Occurrence
11	Unscheduled Greens & Athletic Turfs	$1,000,000
12	Claims Expenses	$1,000,000
13	Miscellaneous Unnamed Locations	$5,000,000
14	Newly Acquired Buildings	$100,000,000 – 120 Days
15	Newly Acquired Personal Property	$5,000,000 – 120 Days

16	A. Ordinance or Law - Undamaged	$100,000,000
17	B. Ordinance or Law – Demolition	$5,000,000
18	C. Ordinance or Law – Increased Cost of Construction	$100,000,000
19	D. Ordinance or Law – Time Element	$5,000,000
20	E. Ordinance or Law – Additional Coverage	$1,000,000
21	Property in Course of Construction	$25,000,000
22	Property in Transit	$5,000,000
23	Unintentional Errors & Omissions	$25,000,000
24	Valuable Papers and Records	$25,000,000
25	Personal Property of Others	$500,000
26	Outdoor Property / PITO - Unscheduled	$1,000,000 Per Member; $5M Per Occurrence
27	Service Interruption of Utilities	$5,000,000
28	Research & Development	$2,000,000
29	Watercraft – up to 26 feet	$500,000
30	Unmanned Aircraft (UAV, Drones)	$500,000 and Not in Motion
31	Upgrade to Green	$10,000,000
32	Communicable Disease	No Coverage Provided
33	Paved Surfaces	$100,000
34	Unscheduled Infrastructure	$100,000 Per Member; $500,000 Per Occurrence
35	Personal Property Outside the US	No Coverage Provided
36	Money & Securities	$5,000,000
37	Unscheduled Landscaping	$100,000 Per Member; $500,000 Per Occurrence
38	Solar Panels	$500,000
39	Impounded Water	$100,000
40	Soft Costs	$100,000

Terms and Conditions

#	Coverage	Limit
1	Territory	Anywhere in the United States of America, its territories and Canada
2	Notice of Cancellation	90 Days written notice for non-renewal, cancellation, or material change. 10 days for nonpayment of premium.
3	Coinsurance	Waived
4	Margin Clause	Removed
5	Waiver of Subrogation	Blanket
6	Joint Loss Agreement	Equipment Breakdown

Exclusions (including but not limited to)
Nuclear
War
Asbestos
Communicable Disease
Fraudulent Acts & Dishonesty
Terrorism & TRIA

Excess Property – QUOTED BUT NOT NEEDED

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Mitsui Sumitomo Insurance Co of America	Mitsui Sumitomo Insurance Co of America
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$98,680.00	$85,252.00
TRIA	$4,934.00	$8,525.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35%	35%
Estimated Cost	**$98,680.00**	**$85,252.00**

Standard Coverages	Expiring	Proposed
MSIG Participation	$100,000,000 Being 100% Part of $100,000,000 Per Occurrence Excess of $100,000,000 Per Occurrence, excess of underlying deductibles.	$100,000,000 Being 100.00% Part of $100,000,000 Per Occurrence Excess of $100,000,000 Per Occurrence, Excess of Underlying Deductibles

Underlying	Limit
AIG	$100,000,000

Endorsements (including but not limited to)
Amwins Excess Property Insurance Policy Following the Underlying Primary Policy no. Tbd of the Tbd and Including, But not Limited to, The Following Endorsements:
NY-Conformance with Law/Severability - MS 0822
General Endorsement

Exclusions (including but not limited to)
Exclusion – Foreign Terrorism – New York - MS 5342
Sanction Limitation and Exclusion Clause - LMA 3100
Virus or Bacteria Exclusion - MS 5533
Property Cyber and Data Endorsement Exclusion - LMA 5400
Exclusion of Certified Acts of Terrorism

Perils Covered:

Type	Description
Special Form Perils	All Risks of Direct Physical Loss or Damage Excluding Earthquake and Flood

Crime

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	National Union Fire Insurance Company of Pittsburgh PA	National Union Fire Insurance Company of Pittsburgh PA
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$8,065.00	$8,065.00
Estimated Cost	**$8,065.00**	**$8,065.00**

Standard Coverages	Expiring	Proposed
Employee Theft-Per Loss Coverage	$1,000,000	$1,000,000
Forgery or Alteration	$1,000,000	$1,000,000
Inside Premises - Theft of Money and Securities	$1,000,000	$1,000,000
Inside Premises - Robbery or Safe Burglary of Other Property	$1,000,000	$1,000,000
Outside Premises	$1,000,000	$1,000,000
Computer Fraud	$1,000,000	$1,000,000
Money Order & Counterfeit Paper Currency	$1,000,000	$1,000,000
Funds Transfer Fraud	$1,000,000	$1,000,000

Additional Coverages	Expiring	Proposed
Impersonation Fraud Coverage (Iso Com and Gov Crime) - Sublimit,	$100,000	$100,000

Deductibles/SIR	Expiring	Proposed
Deductible - Employee Theft-Per Loss Coverage -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible -Forgery or Alteration -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible - Inside Premises-Theft of Money & Securities -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible - Inside Premises-Robbery,Safe Burglary-Other Prop. -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible -Outside the Premises -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible -Computer Fraud -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible -Money Orders and Counterfeit Paper Currency -Per loss	$10,000 Per Loss	$10,000 Per Loss
Deductible -Funds Transfer Fraud - Per loss	$10,000	$10,000
Deductible - Impersonation Fraud Coverage (Iso Com and Gov Crime)	$25,000	$25,000

Form Type	Expiring	Proposed
Form Type	Loss Sustained	Crime

Endorsements (including but not limited to)
Government Crime Policy CR0027 (05/06)
New Mexico Changes - CR0248 - 08/07
Add Faithful Performance Of Duty Coverage For Government Employees - CR2519 - 05/06
Add Credit, Debit Or Charge Card Forgery - CR2520 - 08/07
Economic Sanctions Endorsement - 119679 - 09/15
Include Volunteer Workers As Employees - CR2509 - 08/07
Include Treasurer Or Tax Collectors As Employees - CR2512 - 08/07
Notice Of Claim (Reporting By E-Mail) - 99758 - 08/08
Impersonation Fraud Coverage (ISO Com And Gov Crime) - 134476 - 07/19
Forms Index Endorsement - 78859 - 10/01
Bonded Employees Exclusion Deleted - 95419 - 08/07

Exclusions (including but not limited to)
Protected Information Exclusion - 113013 - 10/12
Indirect Or Consequential Loss Exclusion - 113024 - 10/12
Cyberextortion Exclusion Resulting Directly - 141306 - 08/21

Fine Art

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	StarNet Insurance Company	StarNet Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$5,870.00	$5,870.00
Estimated Cost	**$5,870.00**	$5,870.00

Standard Coverages	Expiring	Proposed
Policy Aggregate Limit	$4,300,000	$4,300,000
Property Coverage – Fine Art Museum Policy - Limits of Liability		
At the Insured'S Premises: As Per the Attached Schedule of Locations	$4,300,000	$4,300,000
At any Other Location, Worldwide	$1,075,000	$1,075,000
In Transit on any One Conveyance, Worldwide	$1,075,000	$1,075,000
In any One Loss or Disaster, Either in Case of Partial or Total Loss, Or Salvage Charges, Or Expenses, Or all Combined	$4,300,000	$4,300,000
Earthquake Coverage - Limit of Liability	Included	Included

Additional Coverages	Expiring	Proposed
Additional Coverage		
Registration Papers and Records: The Insurer Will Pay up to - for Insured'S Cost to Research	$50,000 in any One Loss	$50,000 in any One Loss
Cost of Preparing Inventory - the Most the Insurer Will Pay Under This Extension is	$50,000	$50,000
Debris Removal: The debris removal expense exceeds the amount payable under the limitation	25% Limitation	25%
Debris Removal: We will pay up to an additional	$25,000 in any One Occurrence	$25,000 in any One Occurrence
Fire Department Service Charge: When the fire department is called to save or protect Insured Property from an Insured Peril, the Insurer will pay up to for the Insured's liability for Fire Department Service Charges	$25,000	$25,000

Additional Coverages	Expiring	Proposed
Fire Extinguishing System Discharge	$25,000 in any One Occurrence	$25,000 in any One Occurrence
Lock/Key Insurance: Subject to a Limit not Exceed	$50,000 in any One Occurrence	$50,000 in any One Occurrence
Expediting Expenses: The Most we Will Pay Under This Coverage Extension in any One Occurrence Involving One or More Items of Covered Property is	$25,000	$25,000
Defective Title: Insurers' maximum liability under this section is subject to the limit of any one loss and in the annual aggregate	$100,000	$100,000
Event Cancellation Coverage: The Insurer shall compensate the Insured, up to a limit of	$50,000	$50,000
Shipping Expense Clause/Coverage During Delay: The limit for this coverage is	$50,000 any One Loss	$50,000 any one loss
Shipping Expense Clause/Coverage During Delay: In the Annual Aggregate.	$100,000	$100,000

Deductibles/SIR	Expiring	Proposed
Deductible - Each Claim for Loss or Damage Separately Occurring	$1,000	$1,000
Deductible - Shall Apply to Outdoor Art	$5,000	$5,000
Deductible - U.S. Indemnity Deductible Coverage - U.S. Arts & Artifacts Indemnity Deductible up	$500,000 Per Exhibition	$500,000

Endorsements (including but not limited to)
Schedule of Covered Locations - CIP_LOC
Museum Collection and Temporary Loans Coverage - MUSFRM1016
Tria Declined Disclosure / Policyholder Disclosure Notice of Terrorism Insurance Coverage - Tria Declined Disclosure 01 15
Manuscript Endorsement Form Consignments Endorsement / Coverage Information Change Endorsement - (END_MANU)
OFAC Advisory Notice / U.S. Treasury Department's Office of Foreign Assets Control ("Ofac") Advisory Notice to Policyholders Endorsement - IL P 001 01 04
Communicable Disease Clause - CL_COMMUNICABLE DISEASE 4 2021
Limited Cyber Coverage Clause - CL_Limited Cyber Coverage Clause 4 2021
New Mexico - Amendatory Endorsement - FA - 800 NM (07-16)
New Mexico Changes - Cancellation and Nonrenewal - IL0298(05-15)

Exclusions (including but not limited to)
Inland Marine - Cranes & Rigging Equipment
Inland Marine, Equipment Floater - Mechanical or Equipment Breakdown
Equipment Floater - Pollution
Equipment Floater, EDP, Transit - War and Nuclear Hazard

Exclusions (including but not limited to)
Equipment Floater, EDP, Transit - Wear and Tear, Gradual Deterioration, or Obsolescence
Equipment Floater - Mold / Fungus
EDP - Utility Service Interruption
EDP - Expected or Intended Loss
EDP - Programming Errors
Transit - Government Authority Exclusion
Inland Marine - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause / U.S.a. & Canada Endorsement for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 - CL370-USCAN B 29/01/04
Inland Marine - Terrorism Exclusion Clause - NMA2920
Inland Marine - Sanction Limitation and Exclusion Clause - JC2010/014 11 August 2010

Perils Covered:

Type	*Description*
Special Form Perils	Applies

Pollution Legal Liability (city properties)

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$134,000.00	$137,000.00
Surplus Lines Tax (NM) 3.003%	$4,034.53	$4,114.11
- Carrier Inspection Fee	$350.00	
Exposure / TIV	85 locations	85 locations
TRIA	$6,901.20	
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25% - at Inception	25% at inception
Estimated Cost	**$138,384.53**	**$141,114.11**

Standard Coverages	Expiring	Proposed
Site Pollution And Environmental Coverage		-
Coverage A.1. Bodily Injury and Property Damage Resulting from New Pollution Conditions: Each Claim Limit	$1,000,000	$1,000,000
Coverage A.1. Bodily Injury and Property Damage Resulting from New Pollution Conditions: Aggregate:	$2,000,000	$2,000,000
Coverage A.5. Off-Site Cleanup Costs Resulting from New Pollution Conditions: Each Claim Limit	$1,000,000	$1,000,000
Coverage A.5. Off-Site Cleanup Costs Resulting from New Pollution Conditions: Aggregate:	$2,000,000	$2,000,000
Coverage A.8. Non-owned disposal sites: Each pollution condition	$1,000,000	$1,000,000
Coverage A.8. Non-Owned Disposal Sites: Aggregate:	$2,000,000	$2,000,000
Coverage A.16. Transportation Pollution Liability: Each Pollution Condition	$1,000,000	$1,000,000
Coverage A.16. Transportation Pollution Liability: Aggregate:	$2,000,000	$2,000,000
Coverage Form Aggregate Limit	$2,000,000	$2,000,000
Total Policy Aggregate Limit	$2,000,000	$2,000,000

Deductibles/SIR	Expiring	Proposed
Self insured retention: Coverage A.8. Non-owned disposal sites	$50,000	$50,000
Self insured retention: Coverage A.16. Transportation pollution liability	$50,000	$50,000

Form Type	Expiring	Proposed
Form Type	Site pollution environmental coverage	Site pollution environmental coverage

Form Type	Expiring	Proposed
Retroactive Date	07/01/2008	07/01/2008

Definition Of Claim:
Claim" means: **1.** A written demand upon any insured for damages or "loss"; or **2.** A "suit" or arbitration proceeding against any insured seeking damages or "loss".

Incident/Claim Reporting Provision:
Subject to other reporting provisions in this Policy, you must see to it that we are notified as soon as practicable in writing of a "pollution condition

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([90]) days of the expiration date. The cost of this extended reporting period is [250]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([90]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Jacket/Signature Page - MEEI 2989 09 22
Emergency Response Hotline - MEEI 2966 09 22
Privacy Notice - MEEI 2600 09 22
U.S. Treasury Department's Office of Foreign Assets Control ("Ofac") Advisory Notice to Policyholders - MEEI 2382 09 22
Environmental Common Policy Declarations - MEEI 2378 03 24
Forms Schedule - MEEI 0008 09 22
Common Policy Conditions - MDEI 2018 09 22
Service of Suit - MEIL 1200 03 23
Changes - Civil Union - MEEI 2373 03 24
Minimum Earned and Minimum Retained Premium - MEEI 2346 06 21
Trade or Economic Sanctions - MEEI 2314 03 21
Site Pollution and Environmental Coverage Supplemental Declarations - MEEI 2303 11 17
Schedule of Covered Locations - MEEI 0017 05 24
Site Pollution and Environmental Coverage Form - MDIL 1001 08 11
Amended Exclusion - Material Change in use for Intended use - MPIL 1007 01 20
Amended Insuring Agreement - Transportation Pollution Liability (Claims-Made and Reported) - MPEI 2000 06 23
Acquired Locations Coverage - Phase I Requirement - MJIL 1000 08 10

Exclusions (including but not limited to)
Exclusion - Breach of Contract - MDEI 2017 09 22
Exclusion - Cyber Incident, Data Compromise, And Violation of Statutes Related to Personal Data - MIL 1214 09 17
Exclusion of Certified Acts of Terrorism - MEIL 1247 08 15
Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (Pfas) - MEIL 1225 10 11
Exclusion – Communicable Disease - MDEI 2014 11 17
Exclusion - Landfill Materials and Landfill Operations for Specified Covered Locations - MPIL 1083 04 15

Business Auto & Inland Marine

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Hanover Insurance Company	Hanover Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill
Auditable	Annual	Annual

Premium & Exposures	Expiring	Proposed
Premium	$224,155.00	$201,230.00
Exposure / TIV	$75,816,049 Vehicles; $21,120,671 – Contractors Equipment	$75,816,049 Vehicles; $11,174,296 – Contractors Equipment
Rate	0.2310	0.2310
TRIA	$2,242.00	$2,012.00
Minimum Type	Minimum Earned Premium	Minimum Premium
Minimum Amount / Description	$25,000	$25,000
Estimated Cost	**$224,155.00**	**$201,230.00**

Standard Coverages	Expiring	Proposed
Catastrophe Limit - The most we pay for loss in any One occurrence for all Vehicles	$10,000,000	$10,000,000
Contractor's Equipment per Schedule Submitted	$21,120,671	$11,174,296

Additional Coverages-Vehicles	Expiring	Proposed
Coverage Extensions*		
-Additional Debris Removal Expenses	$50,000	$50,000
Supplemental Coverages*		
-Newly Acquired and substitute Vehicles/Newly acquired vehicles covered	$1,500,000 Per Unit	$1,500,000
--Number of Days	365	365 Days
-Pollutant Cleanup And Removal	$25,000	$25,000
-Towing and Labor Costs	$25,000	$25,000
-Rental Reimbursement	$500 per day / $10,000 max.	$500 per day / $10,000 max.
Personal effects	$1,000 per person and $10,000 per occurrence in a vehicle	$1,000 per person/$10,000 per Occurrence

Additional Coverages-Contractors Equipment	Expiring	Proposed
Unscheduled Contractor's Equipment Limit of Insurance	$100,000	$100,000
Unscheduled Maximum Limit Per Any One Item	$10,000	$10,000
-Newly Acquired Contractors Equipment	$1,500,000 Per Unit	$1,500,000
Debris Removal - Additional Limits	$100,000	$100,000
Equipment Borrowed From Others	$50,000	$50,000
Equipment Leased and Rented FROM Others	$500,000	$500,000
False Pretense	$100,000	$100,000
Hauling Property of Others as a Carrier for Hire	$200,000	$200,000
Pollutant Clean Up and Removal	$100,000	$100,000
Rental Reimbursement	$100,000	$100,000
Waterborne Property	$500,000	$500,000

Deductibles/SIR	Expiring	Proposed
Deductible for Auto and Equipment	$25,000	$25,000

Endorsements (including but not limited to)
Hanover form - IM441-1075 01 09
Manuscript Endorsement
Personal Effects & Rental Reimbursement Extension - IM 7851 F

Binding Requirements:

Description
Subject to:
-Sign TRIA Form

Other Significant Terms and Conditions/Restrictions:

Description
Scheduled Vehicles and Equipment on File – Schedule received 3/25/2026 Perils Covered: “All risk” subject to perils excluded
Property Not Covered: Aircraft or Watercraft; Cargo; Communication Equipment; Contraband; Leased or Rented Property; Personal Effects; Mobile Equipment; Tools; Loaned Property; Suspended, Revoked, or Invalid License; Waterborne Property
Perils Excluded: Civil Authority; Nuclear Hazard; War and Military Action; Contamination or Deterioration; Criminal, Fraudulent, Dishonest or Illegal Acts; Loss of Use; Mechanical Breakdown; Missing Property; Pollutants; Temperature/Humidity; Voluntary Parting; Wear and Tear; Weight of Load.
Replacement cost not to exceed amount on schedule. Manuscript Endorsement – Valuation
Coverage included for permanently installed communication equipment included in value of auto. Mobile equipment can be covered under a separate CE form for additional premium. Manuscript Endorsement – Communication Equipment
Manuscript Endorsement – Maximum Deductible.

Other Significant Terms and Conditions/Restrictions:

Description
Manuscript Endorsement – Maximum Aggregate Policy Limit.
Manuscript Endorsement – Vehicles Borrowed From Others
Manuscript Endorsement – Amended Property Not Covered and Amended Definition of Vehicles

Excess Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Gemini Insurance Company	Gemini Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due upon receipt	Payment Due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$1,200,000.00	$1,260,000.00
Surplus Lines Tax	$36,036.00	$37,837.80
TRIA	$61,950.00	$15,600.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35 %	35%
Estimated Cost	$1,236,036.00	$1,297,837.80

Standard Coverages	Expiring	Proposed
A - General Liability	$3,000,000 - Each Occurrence	$3,000,000 - Each Occurrence
A - General Liability	$3,000,000 - Aggregate	$3,000,000 - Aggregate
C - Public Officials, Employment Practices & Employee Benefits Liability	$3,000,000 - Aggregate	$3,000,000 - Aggregate
- C.1. Public Officials Liability	$3,000,000 - Each Claim	$3,000,000 - Each Claim
- C.2. Employment Practices Liability	$3,000,000 - Each Claim	$3,000,000 - Each Claim
- C.3. Employee Benefits Liability	$3,000,000 - Each Claim	$3,000,000 - Each Claim
D – Limited Sexual Misconduct Occurrence Liability	$3,000,000 - Each Occurrence	$3,000,000 - Each Occurrence
D – Limited Sexual Misconduct Occurrence Liability	$3,000,000 - Each Occurrence	$3,000,000 - Aggregate
E - Automobile Liability	$3,000,000 - Each Accident	$3,000,000 - Each Accident
F - Crisis Management Expense	$35,000 - Each Crisis Event	$35,000 - Each Crisis Event
F - Crisis Management Expense	$35,000 - Aggregate	$35,000 - Aggregate

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention: A - General Liability	$1,000,000 - Each Occurrence	$1,000,000 - Each Occurrence
- C.1. Public Officials Liability	$1,000,000 - Each Claim	$1,000,000 - Each Claim
- C.2. Employment Practices Liability	$1,000,000 - Each Claim	$1,000,000 - Each Claim
- C.3. Employee Benefits Liability	$1,500,000 - Each Claim	$1,000,000 - Each Claim
Self-Insured Retention: D – Limited Sexual Misconduct Occurrence Liability	$1,500,000 - Each Occurrence	$1,000,000 - Each Occurrence
Self-Insured Retention: E - Automobile Liability	$1,500,000 - Each Accident	$1,000,000 - Each Accident

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence
Retroactive Date	Public Officials Liability, Employment Practices Liability, Employee Benefits Liability - 03/01/2003	Public Officials Liability, Employment Practices Liability, Employee Benefits Liability - 03/01/2003

Definition Of Claim:
Claim means a written demand, service of a civil complaint, an arbitration demand or similar demand or pleading to or against any insured for monetary damages. Claim does not mean or include a labor union grievance or complaint filed with a labor union

Incident/Claim Reporting Provision:
You must see to it that **we** are notified in writing as soon as practicable once **you** have knowledge of any **accident**, **occurrence**, **employment practices violation**, **sexual misconduct incident** or **wrongful act** which may be reasonably expected to give rise to a **claim** against an **insured** and that is likely to result in liability for **us** under this **policy**

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([60]) days of the expiration date. The cost of this extended reporting period is [100]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([60]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Public Entity Retained Limits Policy Declarations - BPE 8000 09/22
Berkley Public Entity Premier Schedule of Forms and Endorsements - BPE 8002 08/22
Berkley Public Entity Premier Public Entity Retained Limit Form - BPE 8001 12/23
Signatures - BPE 8200 09/22
Service of Suit - BPE 8202 01/23
Cap on Losses from Certified Acts of Terrorism - BPE 8204 09/22
Limited Sexual Misconduct Occurrence Liability Coverage - Limits Included in the General Liability Aggregate Limit - BPE 8343 10/22
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01/04
Loss Notice - LOSS Notice 01/23
RRE Loss Notice - RRE Notice 01/23
Crisis Management Expense Notice - CME 9100 (08/22)

Exclusions (including but not limited to)
Law Enforcement Activities Coverage Exclusions
Exclusion of Certified Acts of Terrorism - BPE 8203 09/22
Biometric Information Exclusion - BPE 8213 05/23
Total Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion - BPE 8214 10/25
Absolute Aircraft and Aviation Operations Exclusion - BPE 8300 09/22
Designated Dams Exclusion - BPE 8332 09/22 – ONLY McLure

Binding Requirements:

Description
Subject to: - Signed UM/UIM forms

Options:

Carrier	Limit	Retention	Premium
Gemini Insurance Company	$3,000,000	$750,000	$1,542,984

Law Enforcement Liability

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025-7/1/2026	7/1/2026 - 7/1/2027
Carrier	Lexington Insurance Company	Lexington Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$746,569.00	$746,569.00
Surplus Lines Tax	$22,569.62	$22,429.98
- Carrier Broker Fee	$5,000.00	$350.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25% at Inception	25%
Estimated Cost	**$774,138.62**	**$769,698.98**

Standard Coverages	Expiring	Proposed
Each Occurrence/ Annual Aggregate	$3,000,000 / $3,000,000	$3,000,000 / $3,000,000

Deductibles/SIR	Expiring	Proposed
Self Insured Retention: Including LAE	$1,000,000	$1,000,000

Defense Limitations	Expiring	Proposed
	Defense Inside the Limit of Liability	Defense Inside the Limit of Liability

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence

Endorsements (including but not limited to)
Policy Form: PRG 4124 (11-22)
Economic Sanctions Endorsement - (89644 (06-13))
25% Minimum Earned Premium Endorsement - (PRG 4131 (11-22))
Service of Suit Condition Endorsement - (PRG 2023 (05-14))
Self-Insured Retention Endorsement - (PRG 4171 (09-24))
Defense Inside the Limit of Liability Endorsement - (PRG 4146 (12-22))

Exclusions (including but not limited to)
Recording and Distribution of Material or Information in Violation of Law Exclusion Endorsement - (119914 (10-16))
Confidential Information Exclusion Endorsement - (PRG 4321 (04-24))

Binding Requirements:

Description
Completed and Signed PRU Supplemental Applications / Completed, Signed, And Dated PRU-TX Application [Form: PRU-TX LEL App (05/24)] - Prior to Binding / Law Enforcement Liability Application

Options:

Carrier	Limit	Retention	Premium
Lexington Insurance Company	$3,000,000	$750,000	$963,644.00

Cyber Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Palomar Excess and Surplus Insurance Company	Chaucer Insurance Company Designated Activity Company (DAC)
A.M. Best Rating	A XI	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$59,741.00	$56,880.00
Surplus Lines Tax	$1,818.05	$1,732.13
Carrier Broker Fee/Underwriting Fees	$800.00	$800.00
Estimated Cost	**$62,359.05**	**$59,412.13**

Standard Coverages	Expiring	Proposed
Aggregate Limit	$2,000,000	$2,000,000
Liability Expense:		
Liability Costs	$2,000,000	$2,000,000
PCI Costs	$2,000,000	$2,000,000
Regulatory Costs	$2,000,000	$2,000,000
First Party Expense:		
Cowbell Breach Fund	$2,000,000	$2,000,000
Data Restoration Costs	$2,000,000	$2,000,000
Extortion Costs	$2,000,000	$2,000,000
Business Impersonation Costs	$2,000,000	$2,000,000
Reputational Harm Expense	$2,000,000	$2,000,000
First Party Loss:		
Business Interruption Loss	$2,000,000	$2,000,000
Contingent Business Interruption Loss	$2,000,000	$2,000,000
System Failure	$2,000,000	$2,000,000
Contingent System Failure	$2,000,000	$2,000,000
Cyber Crime Loss	$250,000	$250,000
Bricking Costs	$2,000,000	$2,000,000
Criminal Reward Costs	$100,000	$100,000
Coverage Endorsements:		
California Consumer Privacy Act	$2,000,000	$2,000,000
General Data Protection Regulation	$2,000,000	$2,000,000
Utility Fraud Attack	$100,000	$100,000
Media Liability	$2,000,000	$2,000,000
Cryptojacking	$100,000	$100,000
Contingent Bodily Injury & Property Damage	$250,000	$250,000

Standard Coverages	Expiring	Proposed
Separate Cowbell Breach Fund Costs Endorsement	$2,000,000	$2,000,000

Deductibles/SIR	Expiring	Proposed
Deductible: Liability Costs	$100,000	$100,000
Deductible: PCI Costs	$100,000	$100,000
Deductible: Regulatory Costs	$100,000	$100,000
Deductible: First Party Expense:		
Deductible: Cowbell Breach Fund	$100,000	$100,000
Deductible: Data Restoration Costs	$100,000	$100,000
Deductible: Extortion Costs	$100,000	$100,000
Deductible: Business Impersonation Costs	$100,000	$100,000
Deductible: Reputational Harm Expense - Waiting Period	12 Hours	12 Hours
Deductible: First Party Loss:		
Deductible: Business Interruption Loss	$100,000	$100,000
Deductible: Business Interruption Loss - Waiting Period	8 Hours	8 Hours
Deductible: Contingent Business Interruption Loss	$100,000	$100,000
Deductible: Contingent Business Interruption Loss - Waiting Period	8 Hours	8 Hours
Deductible: System Failure	$100,000	$100,000
Deductible: System Failure - Waiting Period	8 Hours	8 Hours
Deductible: Contingent System Failure	$100,000	$100,000
Deductible: Contingent System Failure - Waiting Period	8 Hours	8 Hours
Deductible: Cyber Crime Loss	$100,000	$100,000
Deductible: Bricking Costs	$100,000	$100,000
Deductible: California Consumer Privacy Act	$100,000	$100,000
Deductible: General Data Protection Regulation	$100,000	$100,000
Deductible: Utility Fraud Attack	$100,000	$100,000
Deductible: Media Liability	$100,000	$100,000
Deductible: Cryptojacking	$25,000	$25,000
Deductible: Contingent Bodily Injury & Property Damage	$100,000	$100,000
Deductible: Separate Cowbell Breach Fund Costs Endorsement	$100,000	$100,000

Form Type	Expiring	Proposed
Form Type	Claims made	Claims made
Retroactive Date	Full Prior Acts	Full Prior Acts

Definition Of Claim:
Claim means any: (1) written demand for **Money** or non-monetary relief, written demand for arbitration or written request to toll or waive a statute of limitations received by the **Insured**; (2) civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading, against the **Insured**; (3) administrative or regulatory investigation, inquiry, suit, proceeding, prosecution or governmental actions against the **Insured** solely with respect to a **Privacy Incident**; (4) an arbitration or other alternative dispute resolution proceeding against the **Insured** for monetary damages or nonmonetary or injunctive relief, commenced by the **Insured's** receipt of a request or demand for such proceeding, including any appeal thereof; or (5) written notice received by the **Insured** for **PCI Costs** from a third party, with whom the **Insured Organization** has entered into a **Payment Card Services Agreement**, as a result of actual or alleged non-compliance with the **PCI DSS.**

Incident/Claim Reporting Provision:
The **Insured** must provide written notice to the **Insurer** of any **Privacy Incident**, **Network Security Incident** or **Cyber Crime Incident** as soon as possible after the **Insured** is made aware of such **Privacy Incident, Network Security Incident** or **Cyber Crime Incident**

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([60]) days of the expiration date. The cost of this extended reporting period is [75-150t]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([60]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Cowbell Cyber Risk Insurance Declarations - Prime 250 PRIME 250SL 002 07 24
Notice to Policyholders - OFAC PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure PN007SL CH 07 24
Cowbell Cyber Risk Insurance Policy - Prime 250 PRIME 250SL 001 10 20
Service of Process PRIME 250SL 075 CH 07 24
California Consumer Privacy Act PRIME 250SL 004 09 20
General Data Protection Regulation PRIME 250SL 005 09 20
Utility Fraud Attack PRIME 250SL 006 09 20
Media Liability PRIME 250SL 007 09 20
Cryptojacking PRIME 250SL 009 09 20
Contingent Bodily Injury & Property Damage PRIME 250SL 010 09 20
Amend Cooperation Clause PRIME 250SL 019 09 20
Blanket Additional Insured PRIME 250SL 021 09 20
Amended Cyber Event Amendatory Endorsement PRIME 250SL 089 08 23
Separate Cowbell Breach Fund Costs Endorsement PRIME 250SL 090 04 24
Policyholder Disclosure Notice of Terrorism Insurance Coverage PRIME 250SL 044 10 20
CB-Compliance CB-COMPLIANCE (07/24)
New Mexico Surplus Lines Notice CB-NM-NOTICE (12/20)

Exclusions (including but not limited to)
BIPA Exclusion Endorsement PRIME 250SL 048 09 21
WAR Exclusion Endorsement PRIME 250SL 088 06 23
Exclusion for Certified Acts of Terrorism under TRIA PRIME 250SL 043 10 20
Trade or Economic Sanctions Exclusion Endorsement PRIME 250SL 032 09 20

Binding Requirements:

Description
Subject To: - Cowbell Renewal Application signed and dated within 60 days of the effective date.
- Please provide the main contact for this policy.

Options:

Carrier	Limit	Retention	Premium
Chaucer Insurance Company	$3,000,000	$100,000	$73,875.81
Chaucer Insurance Company	$5,000,000	$100,000	$120,099.44

Fiduciary Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	National Union Fire Insurance Company of Pittsburgh PA	National Union Fire Insurance Company of Pittsburgh PA
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$11,300.00	$11,300.00
Estimated Cost	**$11,300.00**	**$11,300.00**

Standard Coverages	Expiring	Proposed
Limit of Liability	$2,000,000	$2,000,000
HIPAA Sublimit of Liability	$25,000	$25,000
Cap Penalties	$50,000	$50,000

Deductibles/SIR	Expiring	Proposed
Retention (Not applicable to non-Indemnifiable Loss of a Natural Person Insured and HIPAA Penalties	$25,000	$25,000
Deductible: Cap Penalties	$25,000	$25,000

Form Type	Expiring	Proposed
Form Type	Claims made	Claims Made
Continuity Date	05/03/1996	05/03/1996

Definition Of Claim:
Claim means a written demand for monetary, non-monetary or injunctive relief

Incident/Claim Reporting Provision:
The Insured shall as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a claim made against an Insured as practicable

Endorsements (including but not limited to)
Employee Benefit Plan Fiduciary Liability Panel Counsel - 99544 07/08
Economic Sanctions Endorsement - 119679 09/15
New Mexico Cancellation Endorsement - 77227 06/03
New Mexico Amendatory Endorsement - 97460 02/08
Employee Benefit Law Definition Amended - 100662 11/08
Wrongful Act Definition Amended (Cobra Notices) - 102509 08/09
Cap Penalties - 96941 12/07
Federal Share of Compensation Under Tria and Cap on Losses Endorsement - 125595 03/17
Forms Index Endorsement - 78859 10/01

Endorsements (including but not limited to)
Public Entity Plan and Trustee Protector 96935 (12/07)

Exclusions (including but not limited to)
Actuarial Errors and Omissions Exclusions - 96939 12/07

Other Significant Terms and Conditions/Restrictions:

Description
Covered Plans City of Santa Fe Self Funded Medical Plan

Storage Tank Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	ACE American Insurance Company	ACE American Insurance Company
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$14,643.00	$4,523.00
TRIA	Included	Included
Estimated Cost	**$14,643.00**	**$4,523.00**

Standard Coverages	Expiring	Proposed
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)	$1,000,000	$1,000,000
Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	$2,000,000	$2,000,000
Aggregate Limit of Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents	$2,000,000	$2,000,000
Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	$4,000,000	$4,000,000

Additional Coverages	Expiring	Proposed
Aboveground Storage Tank Aggregate Sublimit of Liability	$1,000,000	$1,000,000
Underground Storage Tank Aggregate Sublimit of Liability	$1,000,000	$1,000,000

Deductibles/SIR	Expiring	Proposed
Deductible: Per Storage Tank Incident	$10,000	$10,000

Defense Limitations	Expiring	Proposed
	Legal Defense Expenses are Subject to and Will Erode a Separate Aggregate Limit of Liability	Legal Defense Expenses are Subject to and Will Erode a Separate Aggregate Limit of Liability

Form Type	Expiring	Proposed
Form Type	Claims-Made and Reported	Claims Made and Reported
Retroactive Date	Review schedule of tanks below	Review schedule of tanks below

Definition Of Claim:
"Claim" Means the Written Assertion of a Legal Right Received by the "Insured" from a Third-Party, Including, But not Limited to, Suits or Other Actions Alleging Responsibility or Liability on the Part of the "Insured" for "Bodily Injury" or "Property Damage" Arising out of a "Storage Tank Incident".

Incident/Claim Reporting Provision:
Refer To Policy Form.

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Schedule of Covered Storage Tanks - As Per PF-31164
Tanksafe Policy Form (US) 10.2010 / PF-31181 (10/10)
Aboveground Storage Tanks Aggregate Sublimit of Liability Endorsement - PF-31156 (09/10)
Closure, Removal Or Replacement Amendatory - PF-34075 (07/11)
Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement - PF-54022 (02/20) / (296458.1)
Financial Responsibility Condition - PF-31172 (09/10)
Loading And Unloading Coverage (Time Element) - PF-31174 (09/10)
Other Insurance Amendatory Endorsement - PF-57403 (10/22)(352941.1)
Schedule of Covered Storage Tanks - PF-31164 (09/10)
Tank Contents Amendatory (Broadening) - PF-31178 (09/10)
Underground Storage Tanks Aggregate Sublimit of Liability Endorsement - PF-31182 (09/10)
Trade Or Economic Sanctions Endorsement - ALL-21101 (11/06)
New Mexico Changes - Cancellation And Nonrenewal - LD-10247a (05/15)
Signatures - CC-1K11k (10/24)
Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)
U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - ILP 001 01 04
Terrorism Risk Insurance Act Endorsement - PF-23728b (02/20) / (296458.2)
Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11e (08/20)
Policyholder Disclosure Notice of Terrorism Insurance Coverage - TRIA24a (08/20)
Policyholder Disclosure Notice of Terrorism Insurance Coverage - TR-19606e (08/20)
Declarations - PF-31179 (10/10)

Binding Requirements:

Description
Subject To:
- Receipt and review of most recent tank tightness tests and/or automatic tank gauging reports for the three USTs at 1142 Siler Road, completed in the past 12 to 18 months, prior to binding.

Schedule of Covered Storage Tanks				
Insured's Facility Name and Address	Tank ID No.	Thank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Transit 2931 Rufina St Santa Fe, NM 87507	1	440	AST	7/1/2020
Transit 2931 Rufina St Santa Fe, NM 87507	2	240	AST	7/1/2020
Transit 2931 Rufina St Santa Fe, NM 87507	3	120	AST	7/1/2020
Transit 2931 Rufina St Santa Fe, NM 87507	4	120	AST	7/1/2020
Transit 2931 Rufina St Santa Fe, NM 87507	5	120	AST	7/1/2020
Transit 2931 Rufina St Santa Fe, NM 87507	6	120	AST	7/1/2020
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	1	1,500	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 1	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 2	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 3	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 4	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 5	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 6	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 7	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum Day #1	500	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum Day #2	500	AST	7/1/2024
High Summit Pump House, 1209 Summit Dr, Santa Fe, NM 87501	1	500	AST	7/1/2024
MRC Marty Sanchez Golf Course, 205 Caja del Rio Road, Santa Fe, NM	1	500	AST	7/1/2024
NW Quad Pump Station, 1048 Camino de Los Montoya's, Santa Fe NM 87506	1	1,500	AST	7/1/2024
Santa Fe Police Department, 2515 Camiho Entrada, Santa Fe, NM	1	800	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	1	500	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	2	500	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	3	500	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	4	500	AST	7/1/2024

Excess Workers Compensation

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Safety National Casualty Corporation	Safety National Casualty Corporation
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$417,683.00	$318,971.00
Exposure / TIV	$114,748,029	$93,211,970
Rate	0.3640	0.3422
TRIA	Included	Included
Minimum Type	Minimum Premium	Minimum Premium
Minimum Amount / Description	$375,915	$287,074
Estimated Cost	**$417,683.00**	**$318,971.00**

States
States Covered: NM

Standard Coverages	Expiring	Proposed
Specific Limit	Statutory	Statutory
Employers Liability Limit - Per Occurrence	$1,000,000	$1,000,000

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention - Police/Firefighters	$750,000	$750,000
Self-Insured Retention – Wildland Per Employee	$1,000,000	$1,000,000
Self-Insured Retention - All Other	$600,000	$600,000

Endorsements (including but not limited to)
Voluntary Compensation Endorsement-Premium Delineation - 0291 00 0708 (XWC)
Foreign Voluntary Workers' Compensation and Employers' Liability - 0293 00 0906 (XWC)
Blanket Waiver of Subrogation - 0456 00 0113 (XWC)
Self-Insured Retention Per Occurrence - 1864 18 0718 (XWC)
Self-Insured Retention Per Occurrence - 0556 02 0108 (XWC)
Self-Insured Retention Per Occurrence - Police Officers & Drivers - 0557 00 1092 (XWC)
Terrorism Risk Insurance Program Reauthorization Act Endorsement - 6000 00 0121 (XWC)

Exclusions (including but not limited to)
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law

Exclusions (including but not limited to)
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract

Subject to Audit: Voluntary

Options:

Carrier	Limit	Retention	Premium
Safety National Casualty Corporation	Statutory	Police/Firefighters - $1,500,000, Wildland: Per Employee - $1,000,000, All Other - $600,000	$205,066

Excess Workers Compensation – OPTION (recommend 2 year term)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier		Midwest Employers Casualty Company
A.M. Best Rating		A+ XV
Admitted/Non-Admitted		Admitted
Payment Plan		Payment due upon receipt
Payment Method		Agency Bill

Premium & Exposures	Expiring	Proposed
Premium		$265,002.00
Exposure / TIV		$93,211,970
Rate		0.2843
TRIA		Included
Minimum Type		Minimum Premium
Minimum Amount / Description		$238,501
Estimated Cost		**$265,002.00**

States
States Covered: NM

Standard Coverages	Expiring	Proposed
Specific Limit		Statutory
Employers Liability Limit - Per Occurrence		$1,000,000

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention - Police/Firefighters		$750,000
Self-Insured Retention – Wildland Per Employee		$1,500,000
Self-Insured Retention - All Other		$600,000

Endorsements (including but not limited to)
Two Year Policy Short Rate Table - CMB-187 (8-13)
More Than One Premium Adjustment - ISI-285 (8-13)
Amendment to Schedule Item 6 - CMB-6-CLS (8-13)
Amendment to Schedule Item 11 - CMB-11 (8-13)
Wildland Fire Per Employee Specific Retention Endorsement - CMB-100 (8-13)
Policyholder Disclosure Notice of Terrorism Insurance - CMB-199 (1-20)
Authorized Volunteers - ISI-260 (8-13)
Waiver of Subrogation by Written Contract - ISI-264-NFC (8-13)
New Mexico Endorsement - ISI-NM (8-22)
Individual Self-Insured Excess Workers' Compensation and Employers Liability Indemnity Policy - EWC-ISI (2013)

Exclusions (including but not limited to)
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract
Aircraft Exclusion - ISI-254-EXC (8-13)

Auditable Exposures:

State	*Class Code*	*Description*	*Rate per $100*	*Renewal Exposure*
NM		Annual Payroll	$0.2843	$93,211,970

Options: RECOMMEND

Carrier	Limit	Retention	Premium
Midwest Employers Casualty Company 2 Year	Statutory	Police/Firefighters - $750,000, Wildland: Per Employee - $1,500,000, All Other - $600,000	$530,004

Property - SFUAD Primary (Non-Hab) – Lexington

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Lexington Insurance Company	Lexington Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$102,500.00	$84,000.00
NM SL Tax	$3,078.08	$2,522.52
Exposure / TIV	$80,784,550 - TIV	TIV: $73,599,897
TRIA	$10,250.00	$16,800.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35%	35%
Estimated Cost	**$105,578.08**	**$86,522.529**

Standard Coverages	Expiring	Proposed
Limits	$2,500,000 Part of $5,000,000	$2,500,000 Part of $5,000,000 Per Occurrence
Named Storm - for all covered loss or damage arising out of Named Storm	$10,000,000 for all Covered Loss or Damage Arising out of Named Storm	$10,000,000
Equipment Breakdown - for all covered loss or damage from Equipment Breakdown	$5,000,000 for all Covered Loss or Damage from Equipment Breakdown	$5,000,000

Additional Coverages	Expiring	Proposed
Ingress & Egress	5 Days, Subject to a Maximum Sub-Limit Of not Covered and a Distance Limitation of 1 Mile	5 days and a distance limitation of 1 mile
Interruption by Civil or Military Authority	A Distance Limitation of 1 Mile	5 days and a distance limitation of 1 mile
Accounts Receivable	$100,000	$100,000
Debris Removal	25.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sub-Limit of $250,000	25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sub-limit of $250,000
Demolition And Increased Cost of Construction:		
- Demolition Coverage A	$10,000,000	$10,000,000
- Demolition Coverage B	$5,000,000	$5,000,000
- Demolition Coverage C	$5,000,000	$5,000,000
Electronic Data and Media	$50,000	$50,000
Errors or Omissions	$250,000, Except as Respects Earth Movement, Flood, And Named Storm	$250,000

Additional Coverages	Expiring	Proposed
Expediting Expenses	$250,000	$250,000
Fine Arts	$10,000 Per Item Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$10,000 per item subject to a maximum Sub-limit of $50,000 per Occurrence
Fire Brigade Charges And Extinguishing Expenses	$50,000	$50,000
Leasehold Interest (including Leasehold Improvements & Betterments)	$100,000	$100,000
Limited Pollution Coverage	$50,000 Annual Aggregate	$50,000 Annual Aggregate
Miscellaneous Unnamed Locations	$250,000, Except as Respects Earth Movement, Flood, and Named Storm	$250,000
New Construction and Additions	$100,000, Except as Respects Earth Movement, Flood, And Named Storm	$100,000
Newly Acquired Property	$250,000, Except as Respects Earth Movement, Flood, And Named Storm	$250,000
Outdoor Property	$50,000	$50,000
Pairs or Sets	$100,000	$100,000
Professional Fees	$50,000	$50,000
Property Removed from Insured Locations	$100,000	$100,000
Service Interruption	$250,000	$250,000
Spoilage	$50,000	$50,000
Transit	$50,000 Per Conveyance Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$50,000 per conveyance subject to a maximum Sub-limit of $50,000 per Occurrence
Valuable Papers and Records	$50,000	$50,000
Ordinary Payroll	30 days	30 Days

Deductibles/SIR	Expiring	Proposed
Deductible: AOP Policy Deductible - applicable to all covered loss or damage unless otherwise stated below or in this Policy.	$100,000 Applicable to all Covered Loss or Damage Unless Otherwise Stated Below or in This Policy	$100,000
Deductible : Named Storm - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section)	$100,000
Deductible : High Hazard Hail - Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damage	3.00%
Deductible - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 1.	$100,000 any One Occurrence	$100,000

Deductibles/SIR	Expiring	Proposed
Deductible : High Hazard Hail - Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage	1%
Deductible - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 2.	$100,000 any One Occurrence	$100,000
Deductible : Equipment Breakdown:		
Deductible : Property Damage and Time Element Combined Deductible	$100,000	$100,000 for all covered loss or damage from Equipment Breakdown
Deductible : Service Interruption	48 Hours	48 Hours
Deductible: Named Storm : All Covered Loss or Damage Arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands)	Subject to a Minimum of $100,000 any One Occurrence	

Valuations	Expiring	Proposed
Replacement Cost	Applies	Applies

Endorsements (including but not limited to)
Commercial Property Policy - PR8371 (01/18)
Federal Share Of Compensation Under Tria And Cap On Losses Endorsement - 125595 03/20
Cancellation - Additional Provisions - PR8300 12/07
High Hazard Hail Zones Definition Amendatory Endorsement - LX138089 1/23
Program Subscription Endt (Primary Participation Only) - LX138124 11/25
Riot Strike Or Civil Commotion Amended Definition Endt - LX138151 8/23
Protective Safeguards Endorsement - MANUSCRIPT

Exclusions (including but not limited to)
Domestic Terrorism Coverage Endorsement with Exclusion for International Terrorism and Biological and/or Chemical Terrorism, Nuclear or Radiological Terrorism - LX138033 5/24
Air Supported Structures Exclusion Endorsement - LX137974 03/20
Grain Elevator Exclusion Endorsement - LX137982 03/20
(1) Dams, Dikes And Levees And (2) Fill Beneath Any Buildings Or Structures Exclusion Endorsement - LX137978 03/20
Property Cyber And Data Exclusion - LMA5401 11/19
Extortion Ransomware Exclusion - LX138119 9/22
Digital Assets And Digital Operations Exclusion - LX138115 6/22
NBCR Exclusion With Coverage For Radioactive Contamination Endorsement - LX138111 3/23
Confiscation Expropriation NATIONALIZATION Exclusion - LX138138 3/23

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Named Storm and Equipment Breakdown, and Excluding Flood and Earth Movement

Property - SFUAD Primary Landmark (Non-Hab)

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Landmark American Insurance Company	Landmark American Insurance Company
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$125,200.00	$103,040.00
NM SL Tax		$3,094.29
NM Surplus Line Tax	$3,759.76	
Exposure / TIV	TIV: $80,784,550	Total Insured Value : $73,599,897
TRIA	$125,200.00	$10,000.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25%	25%
Estimated Cost	**$128,959.76**	**$106,134.29**

Standard Coverages	Expiring	Proposed
Property Limits	$5,000,000 Part of $10,000,000 Per Occurrence	$5,000,000 Part of $10,000,000 Per Occurrence s

Additional Coverages	Expiring	Proposed
Sub-limits:		
Ordinance or Law - Coverage B	$2,500,000 Part of $5,000,000 Per Occurrence	$2,500,000 Part of $5,000,000 Per Occurrence
Ordinance or Law - Coverage C	$2,500,000 Part of $5,000,000 per occurrence	$2,500,000 Part of $5,000,000 per occurrence

Deductibles/SIR	Expiring	Proposed
Deductible :AOP All Covered Perils Per Occurrence (Property Damage), except	$100,000	$100,000
Deductible : Named Storm - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	$100,000	$100,000
Deductible : High Hazard Hail Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage	3.00% Per Location	3.00%
Deductible - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 1.	$100,000 Per Occurrence (Property Damage)	$100,000

Deductibles/SIR	Expiring	Proposed
Deductible : High Hazard Hail of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage	1% Per Building	1%
Deductible - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 2.	$100,000 Per Occurrence (Property Damage)	$100,000
Deductible : Equipment Breakdown:		
Deductible - Property Damage and Time Element Combined Deductible:	$100,000	$100,000 for all covered loss or damage from Equipment Breakdown

Valuations	Expiring	Proposed
Replacement Cost	Applies	Applies
Other	Per Lead	Per Lead

Endorsements (including but not limited to)
Warranty Coverage Form

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Asbestos Exclusion
Cyber, Electronic Data and Systems Exclusion
Exclusion - Marijuana
Exclusion And Limited Additional Coverage For Fungus
Exclusion of Pathogenic or Poisonous Biological or Chemical Materials
Exclusion of Terrorism

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Excess Property - SFUAD Kinsale (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Kinsale Insurance Company	Kinsale Insurance Company
A.M. Best Rating	A XIV	A XIV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$20,000.00	$16,400.00
NM SL Tax	$611.11	$503.00
- Company Fee	$350.00	$350.00
Exposure / TIV	$80,784,550 - TIV	TIV: $73,599,897
TRIA	$1,100.00	$820.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25%	25%
Estimated Cost	**$20,961.11**	**$17,253.00**

Standard Coverages	Expiring	Proposed
Limit(s) of Liability	$2,500,000 Part of $5,000,000 Excess of $5,000,000 Per Occurrence	$2,500,000 Part of $5,000,000 Excess of $5,000,000 Per Occurrence

Deductibles/SIR	Expiring	Proposed
Deductible : All Other Perils	$100,000	$100,000
Deductible : Named Storm - subject to a minimum any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section)	$100,000
Deductible : High Hazard Hail - Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage,	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damag	3.00%
Deductible : subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 1.	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Hail in Hail Zone 1	$100,000
Deductible : High Hazard Hail - Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage	1%
Deductible - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 2.	$100,000 any One Occurrence	$100,000
Deductible : Equipment Breakdown:		

Deductibles/SIR	Expiring	Proposed
Deductible : Property Damage and Time Element Combined Deductible:	$100,000 for all Covered Loss or Damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown
Deductible : Deductibles		As per underlying policy

Valuations	Expiring	Proposed
Replacement Cost	Property Damage	Property Damage

Endorsements (including but not limited to)
Excess Property Insurance Policy Declarations - XPF1000-1224
Notice - Where to Report a Claim - PRP9003-1125
Schedule of Forms - ADF4001-0110
Excess Property Follow Form Policy Schedule of Underlying Insurance - XPF1001-0921
Excess Property Policy - XPF0001-0922
Signature Endorsement - ADF9004-0110
U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders - ADF9009-0110
Minimum Earned Premium Endorsement - PRP2002-1221
Occurrence Limit of Liability Endorsement - Scheduled - XPF2008-1124

Exclusions (including but not limited to)
Exclusion - Terrorism - ADF3002-0110
Exclusion of Certified Acts of Terrorism - IL0953-0115
Exclusion - Earth Movement (Defined) - XPF3006-0720
Exclusion- Flood (Defined) - XPF3008-0720
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) - XPF3030-0324

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Excess Property - SFUAD Endurance (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Endurance American Specialty Ins Co	Endurance American Specialty Ins Co
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$37,383.00	$29,500.00
NM SL Tax	$1,122.61	$885.89
Exposure / TIV	TIV : $80,784,550	Total Insurable Values: $73,599,897
TRIA	$3,738.00	$2,950.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25%	50%
Estimated Cost	**$38,505.61**	**$30,385.89**

Standard Coverages	Expiring	Proposed
Limit of Liability:	$5,000,000 part of $10,000,000 Per Occurrence excess of $10,000,000 Per Occurrence	$5,000,000 Part of $10,000,000 Per Occurrence Excess of $10,000,000 Per Occurrence

Additional Coverages	Expiring	Proposed
Sublimits:	Per Primary Lead Carrier	Per Primary Lead Carrier

Deductibles/SIR	Expiring	Proposed
Deductible:		Per Primary Lead Carrier
Deductible: AOP	$100,000	$100,000
Deductible: Named Storm:	Subject to a Minimum of $100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section).	Subject to a Minimum of $100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section).
Deductible: High Hazard Hail: For all Covered Loss or Damage Arising out of Hail in Hail Zone 1.	3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage, Subject to a Minimum of $100,000 any One Occurrence
Deductible: High Hazard Hail: For all Covered Loss or Damage Arising out of Hail in Hail Zone 2.	1% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage, Subject to a Minimum of $100,000 any One Occurrence
Deductible: Equipment Breakdown: Property Damage and Time Element Combined Deductible:	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all Covered Loss or Damage from Equipment Breakdown

Valuations	Expiring	Proposed
Replacement Cost	Property	Applies

Endorsements (including but not limited to)
SN - New Mexico - SN 9030 0914 NM
Office Of Foreign Assets Control ("OFAC") - PN 0001 0721
Common Policy Declarations - SIL DS 001 0220
Forms And Endorsements Schedule - ECP 0101 0508
Disclosure Pursuant To The Terrorism Risk Insurance Act - IL 1214 1220
Cap On Losses From Certified Acts Of Terrorism - IL 1204 0115
Excess Property Form (Follow Form) (Subject To Review And Approval Of Primary Policy) - ECP 0223 0825
Occurrence Limit Of Liability Endorsement - ECP 1324A 1220
Amendment Of Cancellation Endorsement - ECP 1329 0316
Loss Adjustment Endorsement - ECP 1301 0616
Notice Of Loss - ECP 1302 0214
Service Of Suit Endorsement - ECP 1307 0316
Actual Total Loss And Constructive Total Loss Earned Premium Condition - ECP 0684 0123
Signature Page - IL 1008 0114
Appraisal Condition Amendatory Endorsement - ECP 0421 0125

Exclusions (including but not limited to)
Flood Exclusion - ECP 0504 0715
Earthquake Exclusion - ECP 0512 1115
Absolute Pollution Exclusion - ECP 0501 0606
Asbestos Exclusion - ECP 0502 0606
Absolute Mold Exclusion - ECP 0505 0606
Exclusion For Certain Computer Related Losses - ECP 0509 0416
War And Military Action, Terrorism, And Nuclear, Biological Or Chemical Exclusion - ECP 0507 0606
Cosmetic Roof Damage Exclusion - ECP 0513 0123
Communicable Disease Exclusion - ECP 0519 0817
Post-Loss Assignment Exclusion - ECP 0676 1021
Pre-Existing Damages Exclusion - ECP 0520 1017

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Excess Property - SFUAD Arch (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Arch Specialty Insurance Company	Arch Specialty Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$33,729.00	$29,500.00
NM SL Tax	$1,012.88	$885.89
Exposure / TIV	$80,784,550 - TIV	TIV: $73,599,900
TRIA	$1,687.00	$1,400.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25%	35%
Estimated Cost	**$34,741.88**	**$30,385.89**

Standard Coverages	Expiring	Proposed
Named Storm - All Covered Loss or Damage Arising out of Named Storm	$5,000,000	$10,000,000
Property Limit: Buildings, Personal Property and Building Ordinance Coverage A	$5,000,000 Part of $10,000,000 Excess of $10,000,000 Per Occurrence	

Additional Coverages	Expiring	Proposed
Equipment Breakdown	$5,000,000 for all Covered Loss or Damage from Equipment Breakdown	$5,000,000 for all covered loss or damage from Equipment Breakdown
Sublimits Applicable to Additional Coverages:		
Accounts Receivable	$100,000	$100,000
Debris Removal	25.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sub-Limit of $250,000	25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of $250,000
Demolition And Increased Cost of Construction:		
Demolition Coverage A	$20,000,000	$20,000,000
Demolition Coverage B	$5,000,000	$5,000,000
Demolition Coverage C	$5,000,000	$5,000,000
Electronic Data and Media	$50,000	$50,000
Errors or Omissions	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered	$250,000, except as respects Earth Movement
Expediting Expenses	$250,000	$250,000

Additional Coverages	Expiring	Proposed
Fine Arts:	$10,000 Per Item Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$10,000 per item subject to a maximum Sublimit of $50,000 per Occurrence
Fire Brigade Charges And Extinguishing Expenses	$50,000	$50,000
Leasehold Interest (including Leasehold Improvements & Betterments)	$100,000	$100,000
Limited Pollution Coverage	$50,000 Annual Aggregate	$50,000 Annual Aggregate
Miscellaneous Unnamed Locations	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered	$250,000,
New Construction and Additions	$100,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered. In no Event Will the Company Pay More than not Covered for Soft Costs.	$100,000
Newly Acquired Property	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered	$250,000
Outdoor Property:	$50,000	$50,000
Pairs or Sets	$100,000	$100,000
Professional Fees	$50,000	$50,000
Property Removed from Insured Locations	$100,000	$100,00
Service Interruption	$250,000	$250,000
Spoilage	$50,000	$50,000
Transit	$50,000 Per Conveyance Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$50,000 per conveyance subject to a maximum Sublimit of $50,000 per Occurrence
Valuable Papers and Records	$50,000	$50,000
Ordinary Payroll	30 Days	30 days

Deductibles/SIR	Expiring	Proposed
Deductible : Qualifying Periods: Service Interruption	48 Hours	48 hours
Deductible : Policy Deductible	$100,000 Applicable to all Covered Loss or Damage Unless otherwise stated below or in this Policy	$100,000 applicable to all covered loss or damage unless
Deductible : Named Storm:		
Deductible : for all covered loss or damage arising out of Named Storm (other than as set forth in this	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section).	NA of Total Insurable Values at the time of the loss at each Insured Location subject to a minimum of $100,000 any one Occurrence
Deductible : High Hazard Hail:		

Deductibles/SIR	Expiring	Proposed
Deductible : for all covered loss or damage arising out of Hail in Hail Zone 1.	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or damage Subject to a Minimum Of $100,000 any One Occurrence	3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence
Deductible : for all covered loss or damage arising out of Hail in Hail Zone 2.	1% of Total Insurable Values at the Time of the Loss Subject to a Minimum Of $100,000 any one Occurrence	1.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence
Deductible : Equipment Breakdown - Property Damage and Time Element Combined Deductible	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown

Valuations	Expiring	Proposed
Replacement Cost	Real and Business Personal Property	Real and Business Personal Property

Endorsements (including but not limited to)
Policy Form Description - Excess Property Following Form
New Mexico Commercial Property Declarations (Asic) - 06 EXP0001 32 08 16
Schedule Of Forms And Endorsements - 00 ML0012 00 01 03
Signature Page (Arch Specialty) - 06 ML0002 00 12 14
Minimum Earned Premium Clause Percentage - 00 EXP0009 00 11 14
Common Policy Conditions - 00 EXP0091 00 11 03
Choice Of Law, Consent To Jurisdiction, Limitation Of Actions And Service Of Suit - 00 ML0325 00 03 23
Claims Handling Procedures (Arch Specialty Ins. Co.) - 06 CP0002 00 03 08
Appraisal - 00 EXP0225 00 03 21
U.S. Treasury Department'S Office Of Foreign Assets Control (Ofac - 00 ML0065 00 06 07
Occurrence Limit Of Liability Endorsement - 00 EXP0078 00 03 24
Asbestos Material Removal Limitation - 00 EXP0189 00 02 15
Priority Of Payments With Location Limitation - 00 EXP0187 00 11 14
Excess Physical Damage Schedule - 06 EXPS001 00 08 18
Excess Property Following Form Coverage Part - 00 EXP0184 00 11 14

Exclusions (including but not limited to)
Total Terrorism Exclusion - 00 EXP0125 00 06 06
Exclusion And Limited Additional Coverage For Fungus - 00 EXP0003 00 08 14
Electronic Data Exclusion - 00 PRP0006 00 04 16
Authorities Exclusion - 00 EXP0190 00 02 15
Exclusion Of Loss Due To Virus Or Bacteria - 00 EXP0192 00 03 15
Pollution And Contamination Exclusion Endorsement - 00 PRP0042 00 06 15
Pre-Existing Damage Exclusion - 00 EXP0132 00 11 14

Excess Property - SFUAD Homeland (Non-Hab)

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Homeland Insurance Company of New York	Homeland Insurance Company of New York
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due Upon Receipt	Payment Due Upon Receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$92,500.00	$75,000.00
NM SL Tax	$2,777.78	$2,252.25
Exposure / TIV	TIV : $80,784,550	TIV: $80,784,550
TRIA	$10,000.00	$7,500.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35.00%	35%
Estimated Cost	$95,277.78	$77,252.25

Standard Coverages	Expiring	Proposed
Excess Limit of Liability and Participation	$60,784,550 Per occurrence	$53,599,897 Per occurrence
Attachment Point	$20,000,000 Per Occurrence	$20,000,000 Per occurrence

Deductibles/SIR	Expiring	Proposed
Deductible: AOP	$100,000	$100,000
Deductible : Named Storm: NA% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage,	subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).
Deductible : High Hazard Hail:		
Deductible : Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage,	3.00%	3.00%
Deductible : - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 1	$100,000	$100,000
Deductible : Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage,	1%	1%
Deductible : - subject to a minimum of any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 2.	$100,000	$100,000

Valuations	Expiring	Proposed
Replacement Cost	Applies	Applies

Endorsements (including but not limited to)
Excess Property Policy Declarations - OBSP 100 04 16
Excess Property Policy – Following Form - OBSP 001 04 24
Excess Property Conditions - OBSP 002 04 16
Additional Interests Endorsement - OBSP 241 04 16
Aluminum Wiring Coverage Limitation - OBSP 234 04 16
Claim Reporting Options - PHN 049 OBSP 04 16
Equipment Breakdown Endorsement - OBSP 211 04 16
Loss Occurrence Limit Of Liability – Reported Value - OBSP 204 04 24
Permission To Add Locations - OBSP 238 04 16
Protective Safeguards Endorsement - OBSP 207 03 19
Service Of Suit Endorsement - OB IL 001 10 15
U.S. Treasury Ofac Advisory Notice - IL P 001 01 04
Policyholder Disclosure Notice Of Terrorism Insurance Coverage - PHN 001 IL 12 20
Policyholder Disclosure Notice Of Terrorism Insurance Coverage (If Terrorism Insurance Coverage Is Rejected) - PHN 002 IL 12 20
Policyholder Disclosure Notice Of Terrorism Insurance Coverage (If Terrorism Insurance Coverage Is Accepted) - PHN 003 IL 12 20
Cap On Losses From Certified Acts Of Terrorism (If Terrorism Insurance Coverage Is Accepted) - OBSP 218 09 15
Required State Amendatory Endorsements And Notices -

Exclusions (including but not limited to)
Ordinance Or Law Exclusion - OBSP 206 01 19
Exclusion Of Certified Acts Of Terrorism (If Terrorism Insurance Coverage Is Rejected) - OBSP 219 09 15
Eifs Limitation (Water Damage, Windstorm And Hail Exclusion) - OBSP 262 06 22

Perils Covered:

Type	*Description*
Special Form Perils	Applies

Terrorism Standalone

Carrier Information	Expiring	Proposed
Policy Term		7/1/2026 - 7/1/2027
Carrier		Underwriters at Lloyd's London
A.M. Best Rating		A XV
Admitted/Non-Admitted		Non-Admitted
Payment Plan		Payment due upon receipt
Payment Method		Direct Bill

Premium & Exposures	Expiring	Proposed
Premium		$22,860.00.00
Surplus Lines Taxes & Fees		$1,686.49
Exposure / TIV		TIV - $491,427,992
Estimated Cost		$23,546.49

Standard Coverages	Expiring	Proposed
Section C - Damage and/or Financial Loss / Liability combined		
Limit		$84,014,519 any one occurrence for damage and financial loss combined.

Additional Coverages	Expiring	Proposed
Sub Limits Applicable to Section C Only		
Sub-Limit of Liability Applies any One Occurrence and in the Annual Aggregate During the Period of Insurance		
Brand Rehabilitation:		10% of the overall limit of liability or $500,000 whichever the lesser but this extension is only operative where such cover is not provided for within a financial loss settlement under the associated policy.
Claims Preparation:		10% of the Overall Limit of Liability or $100,000 Whichever the Lesser.
Damage to Property of the Insured at any Unspecified Third Party Site:		Other than Sites Included in the Referral Region and Postcode List $500,000 Damage / Financial Loss Combined.
Damage to Property While in Transit:		$500,000 Damage / Financial Loss Combined.
Seepage Contamination and Pollution/Clean up:		$5,000,000
Contract Works:		$5,000,000
Extinguishment Expenses		$500,000

Deductibles/SIR	Expiring	Proposed
Deductible - Excess: Section C - Damage and/or Financial Loss / Liability combined:		
Deductible - any One Occurrence for Damage and Financial Loss and Liability Combined		$10,000
Deductible - Brand Rehabilitation		10% any one occurrence
Deductible – Denial of Access		12 Hours any one occurrence
Deductible – Utilities		5 Hours any one occurrence
Deductible – Threat		2 Hours any one occurrence

Endorsements (including but not limited to)
Sanctions Limitation Clause - LMA3100A
Territorial Exclusion: Russia, Ukraine, Belarus & Moldova - LMA5583B (amended)
Special Cancellation Clause - NMA2975 (Amended)
Service of Suit Clause (U.S.A.) - NMA1998

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Cyber and Data Exclusion Clause. - LMA5409

Binding Requirements:

Description
Subject to -
No Losses, Threats or Incidents Whether Insured or not During the Last Ten Years, Or Terms Withdrawn.

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM 2025-2026	PROPOSED 2026-2027	NOTE/OPTIONS
Property Including & Equipment Breakdown	Premium Taxes **Estimated Cost** **TIV** **Limit** **Change**	$507,000.00 $15,225.21 **$522,225.21** $483,557,020 $100,000,000	$474,080.00 $14,236.62 **$488,316.62** $500,197,675 $300,000,000 **-6.5%**	**OPTION**: GovPro Estimated Cost: **$488,352.58** **Shared limit: $1,000,000,000**
~~**Excess Property**~~	~~Premium~~ ~~Taxes~~ ~~**Estimated Cost**~~ ~~**Change**~~	~~$98,680.00~~ ~~**$98,680.00**~~	~~$85,252.00~~ ~~$2,560.12~~ ~~**$87,812.12**~~ ~~**-11%**~~	WILL NOT BE NEEDED DUE TO PROPOSED HIGHER LIMITS IN PRIMARY
Business Auto including Physical Damage & Inland Marine	Premium **Estimated Cost** **Change**	$224,155.00 **$224,155.00**	$201,230.00 **$201,230.00** **-10.23%**	Auto PD ONLY & Equipment Reduction in exposure
Excess Liability including	Premium Taxes **Estimated Cost** **Change**	$1,200,000.00 $36,036.00 **$1,236,036.00**	$1,260,000.00 $37,837.80 **$1,297,837.80** **5%**	$3mm limit; $1mm SIR **OPTION**: $750k Retention Estimated Cost: **$1,542,984** Change: 24.8%
Law Enforcement	Premium Taxes **Estimated Cost** **Change**	$746,569.00 $27,569.62 **$774,138.62**	746,569.00 $22,779,98 **$769,348.98** **-.62%**	$3mm limit; $1mm SIR **OPTION**: $750k Retention Estimated Cost: **$963,644.57** Change: 24.8%
Fiduciary Liability	Premium **Estimated Cost**	$11,300.00 **$11,300.00**	$11,300.00 **$11,300.00**	
Storage Tank Liability	Premium **Estimated Cost** **Change**	$14,643.00 **$14,643.00**	$4,523.00 **$4,523.00** **-69.11%**	Removed BDD tanks and those located on Siler Road Total 6 tanks removed

LINE OF COVERAGE		EXPIRING PROGRAM 2025-2026	PROPOSED 2026-2027	NOTE/OPTIONS
Excess Workers' Compensation	Premium	$417,683.00	$318,971.00	**OPTION 1**: Midwest Employers
	Estimated Cost	**$417,683.00**	**$318,971.00**	Premium: $265,002
	Payroll	$114,748,029	$93,211,970	Rate:.2843
Safety National	Rate	.364	.3422	Police/Fire: $750K
	Retention	Police/Fire: $750K	Police/Fire: $750K	Wildland: $1,500,000
		Wildland: $1,000,000	Wildland: $1,000,000	All others: $600K
		All others: $600K	All others: $600K	
	Change			Change: **-36.55%**
Inland Marine - Fine Arts[1]	Premium	$5,870.00	$5,870.00	
	Estimated Cost	**$5,870.00**	**$5,870.00**	
Aviation Liability	Premium	$14,164.00	$14,164.00	Multi-Year Policy (installment 2)
	Estimated Cost	**$14,164.00**	**$14,164.00**	
Pollution Legal Liability (city properties)	Premium	$134,000.00	$137,000.00	
	Taxes	$4,384.53	$4,114.11	
	Estimated Cost	**$138,384.53**	**$141,114.11**	
	Change		**1.97%**	
Cyber Liability	Premium	$59,741.00	$56,880.00	**OPTION 1**: **$3M Limit**
	Taxes	$2,618.05	$2,532.13	Estimated Cost**: $73,875.81**
$2mm limit; $100,000 SIR	**Estimated Cost**	**$62,359.05**	**$59,412.13**	
	Change		**-4.73%**	**OPTION 2**: **$5M Limit**
				Estimated Cost: **$120,099.44**
Crime	Premium	$8,065.00	$8,065.00	
	Estimated Cost	**$8,065.00**	**$8,065.00**	
Property - SFUAD	Premium	$411,312.00	**$337,440.00**	
	Taxes	$12,712.22	**$10,494.00**	
	Estimated Cost	**$424,024.22**	**$347,933.82**	
	Change		**-18%**	
Terrorism	Premium		**$22,860.00**	
	Taxes		**$1,686.49**	
	Estimated Cos		**$23,546.49**	
Broker Fee		**$67,750.00**	**$67,750.00**	
Total Premium		**$4,019,477.73**	**$4,144,856.03**[2]	**3.1% Increase**

[1]Coverage for Fine Arts for ALL locations owned and operated by City; Deductible $1,000 and $5,000 for outdoor sculptures.
[2]Total accounts for $750K retention for Excess Liability, $750K retention for LEL, and Midwest option for EWC

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **ACE American Insurance Company** is valid until **7/1/2026**

Quote from **AIG Specialty Insurance Company** is valid until **7/1/2026**

Quote from **Midwest Employers Casualty Company is v**alid until **7/21/2026**

Quote from **Lexington Insurance Company** is valid until **7/1/2026**

Quote from **Evanston Insurance Company** is valid until **7/1/2026**

Quote from **Endurance American Specialty Ins Co** is valid until **7/1/2026**

Quote from **Landmark American Insurance Company** is valid until **7/1/2026**

Quote from **Homeland Insurance Company of New York** is valid until **7/1/2026**

Quote from **Mitsui Sumitomo Insurance Co of America** is valid until **7/1/2026**

Quote from **Kinsale Insurance Company** is valid until **7/1/2026**

Quote from **Arch Specialty Insurance Company** is valid until **6/25/2026**

Quote from **National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)** is valid until **7/1/2026**

Quote from **Lexington Insurance Company** is valid until **7/5/2026**

Quote from **StarNet Insurance Company** is valid until **7/1/2026**

Quote from **Hanover Insurance Company** is valid until **4/30/2026**

Quote from **Gemini Insurance Company** is valid until **7/1/2026**

Quote from **Hanover Insurance Company** is valid until **4/30/2026**

Quote from **National Union Fire Insurance Company of Pittsburgh PA** is valid until **7/1/2026**

Quote from **Chaucer Insurance Company Designated Activity Company (DAC)** is valid until **7/1/2026**

Quote from **Safety National Casualty Corporation** is valid until **7/2/2026**

Gallagher is responsible for the placement of the following lines of coverage:

Excess Property

Property including B&M

Excess Workers Compensation

Fine Art

Crime

Auto Physical Damage/ Contractors Equipment

Storage Tank Liability

Law Enforcement Liability

Pollution Legal Liability (city properties)

Excess Liability

Fiduciary Liability

Cyber Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Where permitted by law, Gallagher may assess a $100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

Payment Plans

Carrier / Payable Carrier	Line Of Coverage	Payment Schedule	Payment Method
Endurance American Specialty Ins Co (Sompo Japan US Group)	Excess Property -SFUAD	Payment due upon receipt	Agency Bill
Mitsui Sumitomo Insurance Co of America (Mitsui Sumitomo Insurance Group)	Excess Property	Payment due upon receipt	Agency Bill
Homeland Insurance Company of New York (Intact Insurance Group)	Excess Property -SFUAD	Payment due upon receipt	Agency Bill
Kinsale Insurance Company (Kinsale Insurance Company)	Excess Property -SFUAD	Payment due upon receipt	Agency Bill
Arch Specialty Insurance Company (Arch Insurance Group)	Excess Property -SFUAD	Payment due upon receipt	Agency Bill
Lexington Insurance Company (American International Group, Inc)	Excess Property -SFUAD	Payment due upon receipt	Agency Bill
AIG Specialty Insurance Company (American International Group, Inc)	Property including B&M	Payment due upon receipt	Agency Bill
Landmark American Insurance Company (Allegheny Corporation)	Excess Property -SFUAD	Payment due upon receipt	Agency Bill
Midwest Employers Casualty Company (W. R. Berkley Group)	Excess Workers Compensation	Payment due upon receipt	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Excess Workers Compensation	Payment due upon receipt	Agency Bill
Hanover Insurance Company (Hanover Insurance Companies)	Auto Physical Damage Contractors Equipment	Payment due upon receipt	Agency Bill
StarNet Insurance Company (W. R. Berkley Group)	Fine Art	Payment due upon receipt	Agency Bill
National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Crime	Payment due upon receipt	Agency Bill
ACE American Insurance Company (Chubb Limited)	Storage Tank Liability	Payment due upon receipt	Agency Bill
Lexington Insurance Company (American International Group, Inc)	Law Enforcement Liability	Payment due upon receipt	Agency Bill
Evanston Insurance Company (Markel Group Inc.)	Pollution Legal Liability (city properties)	Payment due upon receipt	Agency Bill
Gemini Insurance Company (W. R. Berkley Group)	Excess Liability	Payment due upon receipt	Agency Bill
National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Fiduciary Liability	Payment due upon receipt	Agency Bill
Chaucer Insurance Company Designated Activity Company (DAC)	Cyber Liability	Payment due upon receipt	Agency Bill
Underwriters at Lloyd's London	Terrorism Standalone	Payment Due Upon Receipt	Agency Bill

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in

court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Client Signature Requirements

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Terrorism

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/18/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ Accept ☐ Reject	**Property - $488,317.00** AIG Specialty Insurance Company (will offer 2 year guaranteed rate)
☐ Accept ☐ Reject	**TRIA - Property**
☐ Accept ☐ Reject	**Property - OPTION - $488,352.58** GovPro
☐ Accept ☐ Reject	**TRIA – Property - OPTION**
☐ Accept ☐ Reject	**Crime - $8,065** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☐ Reject	**TRIA – Crime**
☐ Accept ☐ Reject	**Fine Art - $5,870** StarNet Insurance Company
☐ Accept ☐ Reject	**TRIA - Fine Art**
☐ Accept ☐ Reject	**Pollution Legal Liability - $141,114.11** Evanston Insurance Company
☐ Accept ☐ Reject	**TRIA - Pollution Legal Liability**
☐ Accept ☐ Reject	**Aviation - $14,164 (Installment 2)**
☐ Accept ☐ Reject	**Auto PD & Contractors Equipment - $201,230** Hanover Insurance Company
☐ Accept ☐ Reject	**TRIA - Auto PD & Contractors Equipment**
☐ Accept ☐ Reject ☐ Accept ☐ Reject	**Excess Liability - $1,297,837.80 ($1mm SIR)** **Excess Liability - $1,542,984 ($750K SIR)** Gemini Insurance Co
☐ Accept ☐ Reject	**TRIA - Excess Liability**

	Coverage/Carrier
☐ Accept ☐ Reject	**Excess Liability - $769,348.98($1mm SIR)**
☐ Accept ☐ Reject	**Excess Liability - $963,644.57 ($750K SIR)** Lexington Insurance Co
☐ Accept ☐ Reject	**TRIA - Excess Liability**
☐ Accept ☐ Reject	**Cyber Liability - $59,412.13** Chaucer Insurance Company – $2mm limit
☐ Accept ☐ Reject	Chaucer Insurance Company – $3 mm limit - **$73,875.81**
☐ Accept ☐ Reject	Chaucer Insurance Company – $5mm limit - **$120,099.44**
☐ Accept ☐ Reject	**Fiduciary Liability - $11,300** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☐ Reject	**TRIA - Fiduciary Liability**
☐ Accept ☐ Reject	**Storage Tank Liability - $4,523** ACE American Insurance Company
☐ Accept ☐ Reject	**TRIA - Storage Tank Liability**
☐ Accept ☐ Reject	**Excess Workers' Compensation - $318,971** Safety National Casualty Corporation - Police/Firefighters - $750,000, Wildland: Per Employee - $1,000,000, All Other - $600,000
☐ Accept ☐ Reject	**Excess Workers' Compensation - $205,066** Police/Firefighters - $1,500,000, Wildland: Per Employee - $1,000,000, All Other - $600,000
☐ Accept ☐ Reject	**Excess Workers' Compensation - $265,002** Midwest Employers - Police/Firefighters - $750,000, Wildland: Per Employee - $1,500,000, All Other - $600,000
☐ Accept ☐ Reject	**Excess Workers' Compensation - $530,004 (2 year term – paid annual installments)** Midwest Employers - Police/Firefighters - $750,000, Wildland: Per Employee - $1,500,000, All Other - $600,000 (**RECOMMEND)**
☐ Accept ☐ Reject	**Property – SFUAD Primary (Non-Hab) – Lexington - $86,522.52** Lexington Insurance Company
☐ Accept ☐ Reject	**TRIA - Property**
☐ Accept ☐ Reject	**Property - SFUAD Primary Landmark (Non-Hab) - $106,134.29** Landmark American Insurance Company
☐ Accept ☐ Reject	**TRIA - Property**

	Coverage/Carrier
☐ Accept ☐ Reject	**Property – SFUAD Primary Kinsale (Non-Hab) - $17,253.00** Kinsale Insurance Company
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Excess Property – SFUAD Endurance (Non-Hab) - $30,385.89** Endurance American Specialty Ins Co
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Excess Property – SFUAD Arch (Non-Hab) - $30,385.89** Arch Specialty Insurance Company
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Excess Property – SFUAD Homeland (Non-Hab) - $77,252.25** Homeland Insurance Company of New York
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Terrorism - $23,546.49**

TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

☐ Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Coverage Amendments and Notes:

_____

_____

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or

provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

Compensation Disclosure Schedule

Client Name: City of Santa Fe

Coverage	*Carrier Name(s)*	*Wholesaler, MGA, or Intermediary Name[1]*	*Est. Annual Premium[2]*	*Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %*
Excess Property – SFUAD	Endurance American Specialty Ins Co -	Brown and Riding Insurance Services, Inc.	$30,385.89	
Excess Property : $100M	Mitsui Sumitomo Insurance Co of America (Mitsui Sumitomo Insurance Group)	AmWINS Group Inc.	$87,812.12	
Excess Property – SFUAD	Homeland Insurance Company of New York (Intact Insurance Group)	Brown and Riding Insurance Services, Inc.	$77,252.25	
Excess Property – SFUAD	Kinsale Insurance Company (Kinsale Insurance Company)	Brown and Riding Insurance Services, Inc.	$17,253.00	
Excess Property – SFUAD	Arch Specialty Insurance Company (Arch Insurance Group)	Brown and Riding Insurance Services, Inc.	$30,385.89	
Excess Property – SFUAD	Lexington Insurance Company (American International Group, Inc)	Brown and Riding Insurance Services, Inc.	$86,522.52	
Property including B&M	AIG Specialty Insurance Company (American International Group, Inc)	Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT	$488,316.62	
Excess Property – SFUAD	Landmark American Insurance Company (Allegheny Corporation)	Brown and Riding Insurance Services, Inc.	$106,134.29	
Excess Workers Compensation	Midwest Employers Casualty Company (W. R. Berkley Group)	Risk Placement Services	$265,002	--

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name[1]	Est. Annual Premium[2]	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Excess Workers Compensation	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	$318,971.00	
Fine Art	StarNet Insurance Company (W. R. Berkley Group)	Huntington T. Block Insurance Agency, Inc.	$5,870.00	
Crime	National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT	$8,065.00	
Auto Physical Damage/ Contractors Equipment	Hanover Insurance Company (Hanover Insurance Companies)	N/A	$201,230	
Storage Tankl Liability	ACE American Insurance Company (Chubb Limited)	N/A	$14,831.00	
Law Enforcement Liability	Lexington Insurance Company (American International Group, Inc)	Risk Placement Services	$769,348.98	14 % + $350.00
Pollution Legal Liability (city properties)	Evanston Insurance Company (Markel Group Inc.)	UCPM Environmental Insurance, Inc.	$141,114.11	
Excess Liability	Gemini Insurance Company (W. R. Berkley Group)	Risk Placement Services	$1,297,837.80	7.5 %
Fiduciary Liability	National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT	$11,300.00	
Cyber Liability	Chaucer Insurance Company Designated Activity Company (DAC)	Risk Placement Services	$59,412.13	23.5 %
Terrorism Standalone	Underwriters at Lloyd's London	Arthur J Gallagher (UK) Limited **Wholesale/Specialty**	$23,546.49	12.5 %

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health**: 15-25%
- **Aviation**: 14-15%
- **Contract Bonds**: 20-30%
- **All Other Bonds/Surety**: 30-35%
- **Builders Risk**: 15-18%
- **Property**: 15-22%
- **Inland Marine**: 20-22.5%
- **Ocean Marine**: 15-17.5%
- **Casualty**: 14-15%
- **Commercial Auto**: 12.5-15%
- **Package / Business Owners Package**: 15-16.8%
- **Workers Compensation**: 8-11%
- **All Other Commercial**: 10-20%
- **Executive/Professional Lines**: 15-17.5%
- **Medical Malpractice**: 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Binding Requirements

Law Enforcement Liability $3mm xs $1mm Lexington Insurance Company	Subject to:
	- Completed and Signed PRU Supplemental Applications / Completed, Signed, And Dated PRU-TX Application [Form: PRU-TX LEL App (05/24)] - Prior to Binding / Law Enforcement Liability Application
Excess Liability $3mm Limit xs $1mm NO LEL Gemini Insurance Company	Subject to:
	- Signed UM/UIM forms
	- Please Provide the Contact Information for Claims Handling, Whether it is Managed by a Third-Party Administrator or Self-Administered, Required Within 30 Days of Binding
Cyber Liability Chaucer Insurance Company Designated Activity Company (DAC)	Subject To:
	- Cowbell Renewal Application signed and dated within 60 days of the effective date.
	- Please provide the main contact for this policy.
	- Within 30 days post binding Insured will set up a meeting with Risk Engineering to review the Cowbell platform, cybersecurity awareness training and its connectors for insights and recommendations

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Excess Liability $3mm Limit xs &1mm NO LEL	*Report To:*
Insurer: Gemini Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Gemini Insurance Company Phone: 609-963-3320 Fax: Email: PublicEntityClaims@berkleypublicentity.com Web:

Coverage(s): Environmental Liability	*Report To:*
Insurer: ACE American Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: ACE American Insurance Company Phone: Fax: (866) 635-5687 First Notice Fax: (800) 951-4119 Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com Web:

Coverage(s): Fine Art	*Report To:*
Insurer: StarNet Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: StarNet Insurance Company Phone: 202-429-8507 Fax: Email: Chris.Michaels@aon.com. Web:

Coverage(s): Excess Property - $5M Part Of $10M Excess Of $10M (Endurance)	Report To:
Insurer: Endurance American Specialty Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Endurance American Specialty Insurance Company Phone: 18776767575 Fax: 213-270-7800 Email: insuranceclaims@sompo-intl.com Web: https://www.sompo-intl.com/services/insurance-claims/

Coverage(s): Property - $5M Part of $10M (Landmark)	Report To:
Insurer: Landmark American Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Landmark American Insurance Company Phone: 404-231-2366 Fax: 404-231-3755 Email: reportclaims@rsui.com Web: https://www.rsui.com/Pages/Claims.aspx

Coverage(s): Environmental Liability (city properties)	Report To:
Insurer: Evanston Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Evanston Insurance Company Phone: 1-855-44-CLAIM (1-855-442-5246) Fax: Email: Web:

Coverage(s): Excess Property : $100M Part Of $100M Excess Of $100M (MSIG)	Report To:
Insurer: Mitsui Sumitomo Insurance Company of America Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Mitsui Sumitomo Insurance Company of America Phone: 866-676-6872 Fax: (866) 329-6766 Email: NewLoss@msigusa.com Web: http://www.msigusa.com/claims/report-a-claim/

Coverage(s): Excess Property - $53,599,897 Excess $20M (Intact)	Report To:
Insurer: Homeland Insurance Company of New York Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Homeland Insurance Company of New York Phone: 877-248-3455 Fax: 866-213-2802 Email: claims@onebeacon.com Web: https://www.onebeacon.com/OneBeacon/pages/help/report-a-claim.page?

Coverage(s): Excess Property - $2.5M Part of $5M Excess of $5M (Kinsale)	Report To:
Insurer: Kinsale Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Kinsale Insurance Company Phone: 804-289-1300 Fax: 804-482-2762 Email: newclaimnotices@kinsaleins.com Web: https://www.kinsaleins.com/resources/claims/

Coverage(s): Contractors Equipment, Auto Physical Damage	Report To:
Insurer: Hanover Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Hanover Insurance Company Phone: 800-628-0250; Platinum Holders: 800-799-6977 Fax: 800-399-4734 Email: firstreport@hanover.com Web: https://www.hanover.com/claims.html https://www.hanover.com/about-our-companies.html

Coverage(s): Property - 2.5M Part of $5M (Lexington)	Report To:
Insurer: Lexington Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: Lexington Insurance Company Phone: 877-399-6442 Fax: Email: newloss-usproperty&energy@aig.com Web: https://www.aig.com/business/business-claims

Coverage(s): Crime	Report To:
Insurer: National Union Fire Insurance Company of Pittsburgh, PA. Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: National Union Fire Insurance Company of Pittsburgh, PA. Phone: 888-602-5246 Fax: 866-277-1750 Email: c-Claim@AIG.com Web: https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims

Coverage(s): Property Including B & M	Report To:
Insurer: AIG Specialty Insurance Company Policy Period: 07/01/2026 - 07/01/2027	Insurer/TPA Name: AIG Specialty Insurance Company Phone: 877-399-6442 Fax: Email: newloss-usproperty&energy@aig.com Web: https://www.aig.com/business/business-claims

Reporting to Gallagher or Assistance in Reporting

Coverage(s):	Report To:
Gallagher Claims and Risk Consulting	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.gcrcclaimscenter@ajg.com

Gallagher STEP

Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit **ajg.com/us/gallagher-step/** to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Gallagher CORE360®

Gallagher **CORE360**® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Gallagher

Insurance | Risk Management | Consulting

Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

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Gallagher | eRiskHub®

Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to https://eriskhub.com/gallagher
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

Gallagher

Insurance | Risk Management | Consulting

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The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.
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Benefits and HR Consulting to Support Diverse Workforces and Organizational Wellbeing

Your organization's success is powered by your people. When you partner with Gallagher's Benefits & HR Consulting team, we deliver a comprehensive approach to benefits, compensation, retirement, and employee communication that aligns your people strategy with your overall business goals. Let our consultants help you build a workplace that works better, so you can face the future with confidence.

Gain strategic insights through:

Gallagher Better Works℠ Insights
Expand your perspective on trending HR and benefits topics.

Workforce Trends Report Series
Access benchmarking data and insights from thousands of employers.

Best-In-Class Benchmarking Analysis
Find out how best-of-the-best employers build a better workplace.

Access innovative resources at your fingertips.

We provide the tools and experience to deliver actionable insights to your organization.

- Compliance resources
- HR and benefits technology trends
- Workforce evaluation
- Organizational wellbeing polls
- Data warehousing and insights
- Industry-specific resources

Health & Benefits

- Compliance Consulting
- Employee Benefits Consulting
- Pharmacy Benefit Management Consulting
- Small Business Consulting
- Voluntary Benefits Consulting

Financial & Retirement Services

- Executive Life & Benefits
- Investment Consulting
- Retirement Plan Consulting

Human Resources & Compensation

- Communication Consulting
- Compensation and Rewards Consulting
- Data & Research
- Human Resources Consulting
- HR Technology Consulting
- Multinational Benefits & HR Consulting
- Executive Search & Leadership Advisors

FACTS AND FIGURES*

7,500+
Benefits & HR Consulting employees worldwide

300+
Benefits & HR Consulting offices worldwide

90+
Countries with client Benefits & HR Consulting capabilities

Specialized experience in:

- Energy
- Equity M&A
- Healthcare
- Hospitality and Restaurant
- Nonprofit
- Public Sector and K-12 Education
- Religious

*Gallagher Benefit Services, Inc.

Gallagher
Better Works℠

Gallagher Better Works℠ Builds a Better Workplace

Gallagher Better Works℠ is a holistic approach to attracting, engaging, and retaining the talent you need to help your organization grow. We work with you to develop benefits and HR programs at the right cost to optimize your annual talent investment, mitigate organizational risk, and build a wellbeing-centric culture that allows your people to thrive. Best of all, you'll be able to face the future with confidence, having gained a competitive advantage from a workplace that simply works better.

Physical & Emotional Wellbeing Solutions

- Legislative compliance guidance
- Employee health plan design and total rewards
- Pharmacy benefit plan design, RFP, and cost optimization
- Voluntary benefit plan design, employee education, and enrollment solutions
- Small business and emerging markets benefits and compensation

Career Wellbeing Solutions

- Internal employee experience communications
- Total rewards consulting
- Internal employee surveys and external stakeholder research
- Human resources policy, management, and strategy
- HR technology strategy, sourcing, implementation, and optimization
- Global benefits and HR strategy, and duty of care
- Talent search, organizational strategy, and leadership development

Financial Wellbeing Solutions

- Executive planning strategies for attracting, retaining, and rewarding key talent
- Fiduciary and institutional investment consulting to optimize plan assets for improved retirement outcomes
- Retirement plan design, fiduciary compliance, employee financial wellbeing education, coaching, and planning

Organizational Wellbeing Outcomes

- Unique workplace culture
- Improved employee retention
- Robust recruiting efforts
- Reduced organizational risk
- Enhanced employee experience

Gallagher Fiduciary Advisors, LLC ("GFA") is an SEC Registered Investment Advisor that provides retirement, investment advisory, discretionary/named and independent fiduciary services. **GFA** is a limited liability company with Gallagher Benefit Services, Inc. as its single member. **GFA** may pay referral fees or other remuneration to employees of AJG or its affiliates or to independent contractors; such payments do not change our fee. Neither Arthur J. Gallagher & Co., **GFA**, their affiliates nor representatives provide accounting, legal or tax advice.

Securities may be offered through **Triad Advisors, LLC ("Triad"),** member FINRA/SIPC. **Triad** is separately owned and other entities and/or marketing names, products or services referenced here are independent of **Triad**. Neither **Triad** nor their affiliates provide accounting, legal or tax advice. **GFA/Triad** CD (6469110)(exp032026).

Gallagher money coaching services are provided in partnership with Your Money Line® and, as such, users will be required to contract directly with Your Money Line for certain services. Your Money Line is not affiliated with Gallagher companies but Gallagher companies may receive referral fees from Your Money Line under this partnership.

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Insurance | Risk Management | Consulting

Business Continuity and Resilience

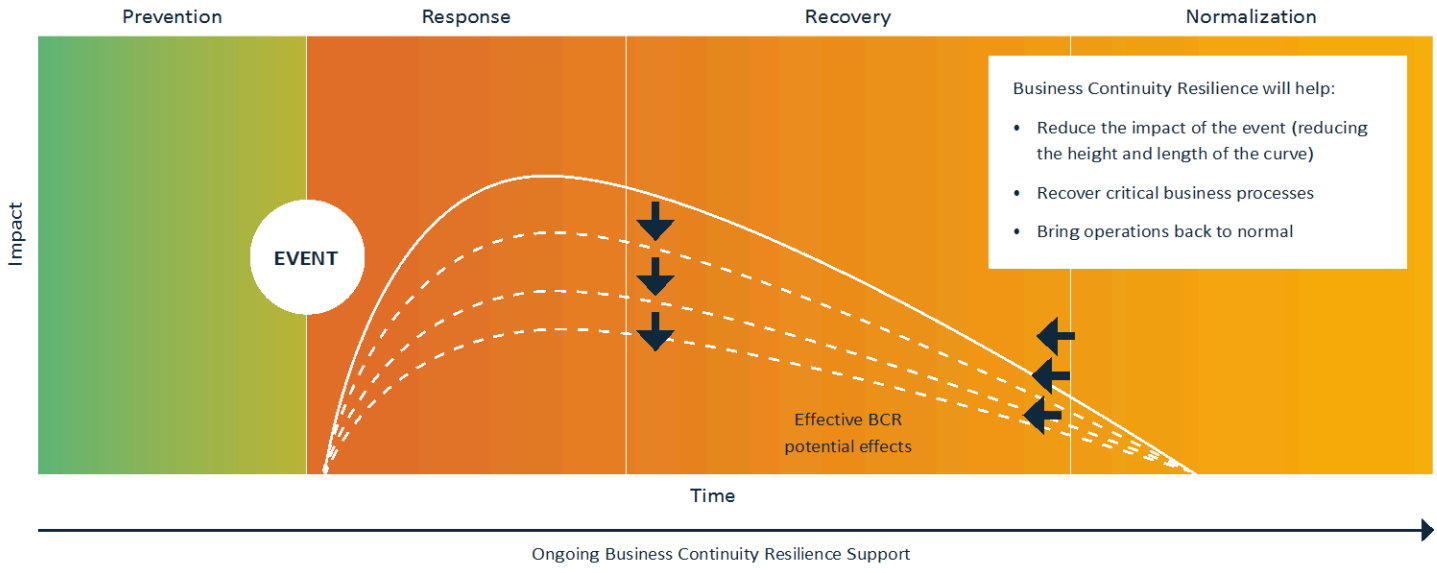
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- Supply Chain Disruptions
- Cyber Attacks
- Employee Misconduct
- Changing Regulatory Requirements
- Climate Change
- Geo-Political Unrest
- Digitization

Any of these risks could quickly escalate into a crisis and threaten your business. Without adequate planning and preparation, even a seemingly minor incident has the potential to escalate, and impact operations, brand reputation and financial results.

In light of the current market volatility and range of challenges, insurance companies are increasingly requiring organizations to have a Business Continuity Plan in place to demonstrate their resilience and readiness to respond and recover critical business operations. Resiliency planning will ensure you can identify, assess and manage risks and vulnerabilities of any kind, being more prepared to reduce the impact of an event. Having a plan in place builds confidence among key stakeholders such as employees, regulators, customers, investors, insurers and the public.

As a trusted partner and advisor, Gallagher's Business Continuity and Resilience Practice works with organizations in virtually every industry vertical. We offer tailor made solutions to assess your level of business resilience, develop custom plans for improvement, and then embed them into the organization through training programs. Additionally, we offer a free Resilience Ready assessment that enables you to assess your business's resilience score and pinpoint potential areas for future improvement.



Gallagher Offers A Variety Of Business Continuity And Resilience Service Offerings

Business Continuity

"All Hazard" business continuity plans reduce the operational impact of an incident by directly targeting the recovery of an organization's value drivers — business processes that directly drive revenue and reputation. This enables an organization to recover more efficiently and effectively following a major business disruption or crisis. No matter the extent of your resources and infrastructure for business continuity, we are here to support your organization by offering planning guidance and training tailored to your specific needs.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations, and financial results and provide the overarching framework for all response and recovery activities within the organization.

Crisis Communications

Crisis communication plans communicate promptly, accurately, and confidently to all stakeholders during an incident or actual crisis and enable businesses to better coordinate internal and external global communications with media, employees, regulators, customers, investors, and the public at large.

Supply Chain

Supply chain risk management plans help assess and manage third-party risks and vulnerabilities to ensure that products and services continue to be delivered both during and following major disruptions.

Leaders Where It Counts

Gallagher was founded on a culture of service and a common interest doing what's in our clients' best interest. We understand the importance of leading with value-based decisions and exemplifying an overall commitment to integrity.

Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our client's legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.
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Empower Your Business with Gallagher Go

Gallagher
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Gallagher Go was designed with our clients in mind.

Experience the convenience of the Gallagher Go Client Portal, where you can effortlessly access your insurance coverages, initiate service requests, manage certificates and explore a wealth of resources to manage your risk. Whether you're at the office or on the go, Gallagher Go is available 24/7, ensuring you have everything you need at your fingertips with just a click.

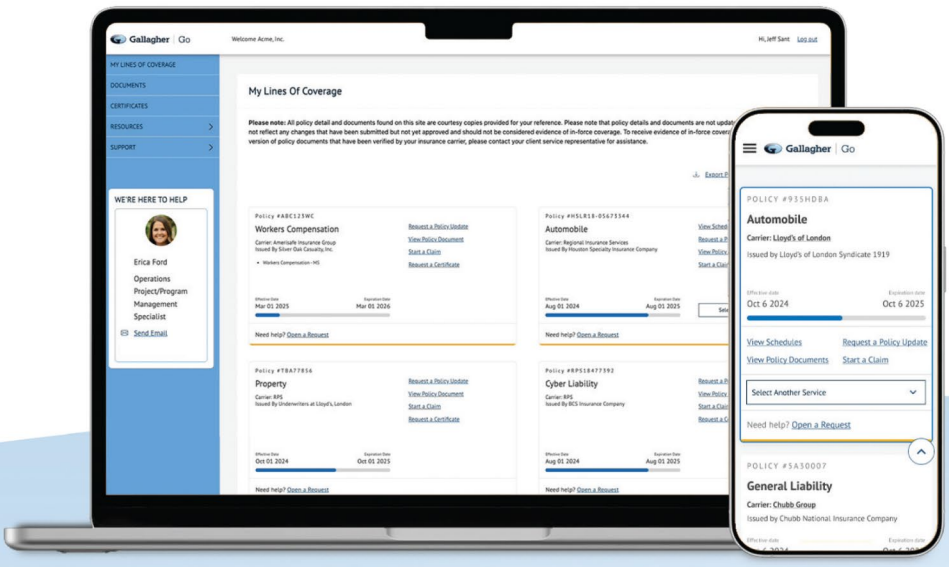
With Gallagher Go, gain access to:

- **Simplified access:** One home for your Gallagher digital tools and resources
- **24/7 availability:** Anytime, anywhere — from a computer, phone or tablet
- **Streamlined support:** Submit requests securely and instantly to your Gallagher team

A centralized home for your risk management needs, from services to insight:

- View your policies and coverage details
- Retrieve and share documents
- Manage certificates
- Submit service requests
- Access Gallagher Drive® reports

Get in touch with a Gallagher representative to learn more.



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Contractual Risk Compliance

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Gallagher | Verify℠

Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**℠ ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

*Tier 2 model.

Gallagher CORE360®

Learn More About CORE360®

Gallagher Verify is part of Gallagher **CORE**360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

The Gallagher Way.
Since 1927.

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THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Disclosure of Premium:	
Total Terrorism Premium	**$ 2,012**
Fire Following Premium	**$ N/A**
Other than Fire Following Premium	**$ 2,012**

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

> Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully**.

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a $100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage

☐ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

	Hanover Insurance Company
Applicant/Policyholder Signature	**Insurance Company**
Print Name	**Quote or Policy Number**
Date	

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(RIGHT TO PURCHASE COVERAGE)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for the prospective premium as set forth in the quote letter.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____
Policyholder/Applicant's Signature

_____ _____
Policyholder/Applicant's Printed Name Date

Insured Name: CITY OF SANTA FE
Policy Form: Public Entity Plan and Trustee Protector
Tab: 251227, Submission: 169789660
Policy Period of 12 Months

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(APPLICABLE TO CERTIFIED AND NON-CERTIFIED ACTS)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of $16,800.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. I further understand that the Insurer does not offer stand-alone terrorism coverage for non-certified acts of terrorism and that by declining to purchase coverage for certified acts of terrorism, I am also declining to purchase coverage for non-certified acts of terrorism. This will be reflected in the policy by a Terrorism Exclusion.

_____
Policyholder/Applicant's Signature

_____ _____
Policyholder/Applicant's Printed Name Date

NOTICE-OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.
The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

If you choose not to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Rejection box below and sign and date in the space provided.
If you choose to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Selection box below, sign and date in the space provided and remit the quoted premium amount indicated below.

☐	**TERRORISM COVERAGE REJECTION** I hereby acknowledge that I have been notified of my right to purchase coverage for certified acts of terrorism and that I voluntarily elect not to purchase such coverage. I understand that I will have no coverage for losses arising from acts of terrorism as defined above.
☐	**TERRORISM COVERAGE SELECTION** I hereby elect to purchase coverage for certified acts of terrorism for a premium of $_____

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act. Failure to sign this form will neither grant nor invalidate coverage.

Applicant's Name	Insurance Company
Authorized Signature	Date
Print Name	Policy Number/Effective Date

ADF9005 0115

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy**. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027**.

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: $1,400.00
(This charge/amount is applied to obtain the final premium.)
You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's Signature	City of Santa Fe Named Insured
Print Name of Policyholder/Legal Representative /Applicant	Arch Specialty Insurance Company Insurance Company
Date:	Policy Number: ESP1046682-03

SOMPO

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured:	City of Santa Fe	**Offer Date:**	May 26, 2026
Policy Number:		**Effective Date:**	July 01, 2026
Insurance Company:	Endurance American Specialty Insurance Company		

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

DISCLOSURE OF FEDERAL PARTICIPATION:
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

DISCLOSURE OF CAP ON LOSSES:
YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE:
Your signature and the return of this notice are required prior to binding related commercial insurance coverage. Premium is based on exposures at policy inception and may change if exposures change during the policy term.

☐ I hereby elect to purchase certified acts of terrorism coverage for the prospective premium of: **$2,950**

☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Insured: _____ **Title:** _____ **Date:** _____

This Notice does **not** form a part of your insurance contract. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Includes copyrighted material of the National Association of Insurance Commissioners, with its permission.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is: $7,500

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent.

An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.

If your policy includes Property Coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides property coverage, is $ Included. This amount is included in your policy premium and cannot be rejected.

If your policy includes Inland Marine Coverage in one or more of these states: CA, ME, MO, OR or WI, the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is $ Included. This amount is included in your policy premium and cannot be rejected.

	Homeland Insurance Company of New York
Policyholder/Applicant's Signature	Insurance Company
Print Name	Date

If you have any questions about this notice, please contact your agent.

CITY OF SANTA FE

Annual Insurance Premiums

AMENDMENT NO. TWO TO

CONTRACT #3260029

This AMENDMENT No. Two (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated June 30, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Arthur J. Gallagher ("Gallagher" or "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. Recitals

A. Under the terms of the subject Contract, Contractor has agreed to provide the City with Annual Insurance Premiums and through the parent contract, Item #25-0278 (contract #3250637) related broker services, including administration of insurance premium payments made to carriers on behalf of the City.

B. A separate contract #3260029 (this contract) provides for the payment of insurance premiums to various carriers by Contractor.

C. The Parties acknowledge that premiums change each plan year and the quotes for FY26/27 policy period have been provided to the City for review and approval.

D. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the City and the Contractor agree as follows:

Updated sections below replace the corresponding sections listed in and add sections to the contract.

1. <u>SCOPE OF WORK</u>

This Contract applies only to the insurance policies identified by the parties and to the payment of premiums, fees, and related charges for those policies. The Contractor's separate services are governed by contract #3250637 related broker services, and this Contract does not modify the Contractor's service obligations except as necessary to authorize payment administration for the identified insurance coverages. The Contractor may select, renew, maintain, and pay for the identified insurance policies only to the extent authorized in writing by the City. The Contractor shall provide invoices, premium notices, proof of payment, and reconciliation records upon request. The Contractor shall not bind, cancel, alter, or waive coverage terms unless separately authorized in writing by the City.The City

authorizes the Contractor to engage in the payment of premiums, fees, and any related charges for the insurance policies outlined and accepted in the attached Exhibit A (pages 73-75).

2. COMPENSATION

A. Payment. The City shall compensate the Contractor based the required types of insurance.

For the types of insurance required, the City agrees pay the Contractor:	
Property Including & Equipment Breakdown	$488,316.62
Business Auto including Physical Damage & Inland Marine	$201,230.00
Excess Liability including	$1,297,837.80
Law Enforcement	$769,348.98
Fiduciary Liability	$11,300.00
Storage Tank Liability	$4,523.00
Excess Workers' Compensation	$318,971.00
Inland Marine – Fine Arts	$5,870.00
Aviation Liability	$14,164.00
Pollution Legal Liability (city properties)	$141,114.11
Cyber Liability	$59,412.13
Crime	$8,065.00
Property - SFUAD	$347,933.82
Terrorism-	$23,546.49
Broker Fee	$67,750.00
The total compensation for this Contract including taxes and fees is:	**$4,144,856.03**

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

3. TERM

This Contract shall not become effective until approved by the City. The term of Contract #3260029 Amendment #2 shall be for plan year 26/27 and the contract shall coincide with Arthur J. Gallagher contract, Item #25-0278 (contract #3250637 – terminating on [fill in the month and day], 2029). This Contract is bound to the Termination and Appropriations articles of Contract #3250637.

4. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Amendment 2 as of the date of the signature by the required approval authority below.

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

DATE:_____

CONTRACTOR:
ARTHUR J. GALLAGHER

Maria King
_____

MARIA KING, BRANCH PRESIDENT

DATE: 06/18/2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos D. Martínez
Marcos D. Martínez (Jun 21, 2026 08:19:44 MDT) 06/21/2026

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

_____

ANDRA PHILLIPS, INTERIM FINANCE DIRECTOR

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/18/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☑ Accept ☐ Reject	**Property - $488,317.00** AIG Specialty Insurance Company (will offer 2 year guaranteed rate)
☐ Accept ☑ Reject	**TRIA - Property**
☐ Accept ☑ Reject	**Property - OPTION - $488,352.58** GovPro
☐ Accept ☑ Reject	**TRIA – Property - OPTION**
☐ Accept ☐ Reject	**Crime - $8,065** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☑ Reject	**TRIA – Crime**
☐ Accept ☐ Reject	**Fine Art - $5,870** StarNet Insurance Company
☐ Accept ☑ Reject	**TRIA - Fine Art**
☑ Accept ☐ Reject	**Pollution Legal Liability - $141,114.11** Evanston Insurance Company
☐ Accept ☑ Reject	**TRIA - Pollution Legal Liability**
☑ Accept ☐ Reject	**Aviation - $14,164 (Installment 2)**
☑ Accept ☐ Reject	**Auto PD & Contractors Equipment - $201,230** Hanover Insurance Company
☐ Accept ☑ Reject	**TRIA - Auto PD & Contractors Equipment**
☐ Accept ☑ Reject ☑ Accept ☐ Reject	**Excess Liability - $1,297,837.80 ($1mm SIR)** **Excess Liability - $1,542,984 ($750K SIR)** Gemini Insurance Co
☐ Accept ☑ Reject	**TRIA - Excess Liability**

	Coverage/Carrier
☐ Accept ☑ Reject	**Excess Liability - $769,348.98($1mm SIR)**
☑ Accept ☐ Reject	**Excess Liability - $963,644.57 ($750K SIR)** Lexington Insurance Co
☐ Accept ☑ Reject	**TRIA - Excess Liability**
☑ Accept ☐ Reject	**Cyber Liability - $59,412.13** Chaucer Insurance Company – $2mm limit
☐ Accept ☑ Reject	Chaucer Insurance Company – $3 mm limit - **$73,875.81**
☐ Accept ☑ Reject	Chaucer Insurance Company – $5mm limit - **$120,099.44**
☑ Accept ☐ Reject	**Fiduciary Liability - $11,300** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☑ Reject	**TRIA - Fiduciary Liability**
☑ Accept ☐ Reject	**Storage Tank Liability - $4,523** ACE American Insurance Company
☐ Accept ☑ Reject	**TRIA - Storage Tank Liability**
☐ Accept ☑ Reject	**Excess Workers' Compensation - $318,971** Safety National Casualty Corporation - Police/Firefighters - $750,000, Wildland: Per Employee - $1,000,000, All Other - $600,000
☐ Accept ☑ Reject	**Excess Workers' Compensation - $205,066** Police/Firefighters - $1,500,000, Wildland: Per Employee - $1,000,000, All Other - $600,000
☐ Accept ☑ Reject	**Excess Workers' Compensation - $265,002** Midwest Employers - Police/Firefighters - $750,000, Wildland: Per Employee - $1,500,000, All Other - $600,000
☑ Accept ☐ Reject	$265,002 **Excess Workers' Compensation - $530,004 (2 year term – paid annual installments)** Midwest Employers - Police/Firefighters - $750,000, Wildland: Per Employee - $1,500,000, All Other - $600,000 (**RECOMMEND**)
☑ Accept ☐ Reject	**Property – SFUAD Primary (Non-Hab) – Lexington - $86,522.52** Lexington Insurance Company
☐ Accept ☑ Reject	**TRIA - Property**
☑ Accept ☐ Reject	**Property - SFUAD Primary Landmark (Non-Hab) - $106,134.29** Landmark American Insurance Company
☐ Accept ☑ Reject	**TRIA - Property**

	Coverage/Carrier
☑ Accept ☐ Reject	**Property – SFUAD Primary Kinsale (Non-Hab) - $17,253.00** Kinsale Insurance Company
☐ Accept ☐ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Excess Property – SFUAD Endurance (Non-Hab) - $30,385.89** Endurance American Specialty Ins Co
☐ Accept ☑ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Excess Property – SFUAD Arch (Non-Hab) - $30,385.89** Arch Specialty Insurance Company
☐ Accept ☑ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Excess Property – SFUAD Homeland (Non-Hab) - $77,252.25** Homeland Insurance Company of New York
☐ Accept ☑ Reject	**TRIA - Excess Property**
☑ Accept ☐ Reject	**Terrorism - $23,546.49**

TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

☐ Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Coverage Amendments and Notes:

_____

_____

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or

Amendment 2_Annual Insurance Premiums_CoSF

Final Audit Report 2026-06-21

Created:	2026-06-19
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzq26VGBzoURkITUOTiKj6G68JtW2-WyZ
Documents:	Amendment 2_Annual Insurance Premiums_CoSF.pdf (7 pages)
Number of Documents:	1
Document page count:	7
Number of supporting files:	0
Supporting files page count:	0

"Amendment 2_Annual Insurance Premiums_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-06-19 - 0:50:53 AM GMT- IP address: 73.98.89.18

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2026-06-19 - 0:51:49 AM GMT

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Powered by Adobe Acrobat Sign

Agreement completed.

2026-06-21 - 2:19:44 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 SM

Via: Sam Burnett, Interim Public Works Director JOHN BURNETT

RE: Adoption of the 2028-2032 Infrastructure Capital Improvements Plan

---

EXECUTIVE SUMMARY:

The proposed resolution describes the 2028-2032 Infrastructure Capital Improvement Plan ("ICIP") for the City of Santa Fe ("City"). District and City capital priorities will be identified in the subsequent Legislative Priorities Resolution for the 2027 New Mexico Legislative Session.

BACKGROUND:

The ICIP is a planning tool that establishes priorities for anticipated infrastructure projects for counties, municipalities, tribal governments, special districts, and senior citizen services. The Department of Finance and Administration ("DFA"), Local Government Division, administers the local government ICIP. Each year, the City submits a list of the City's anticipated capital projects to the DFA, requesting capital project funding from the State. This year the plan, along with the adopted resolution, is due to the DFA on July 1, 2026.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN.

WHEREAS, the City of Santa Fe ("City"), New Mexico, a New Mexico municipal corporation, recognizes that the financing of public capital projects is a major concern in New Mexico and nationally; and

WHEREAS, in times of scare resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, the City's plan for capital projects contributes to local and regional project identification and selection in short and long-range capital planning efforts; and

WHEREAS, the State of New Mexico's ("State's") Department of Finance and Administration requires the City to adopt a resolution identifying a five-year Infrastructure Capital Improvement Plan ("ICIP"), as specified in its ICIP Guidelines – Submissions Specifications, in

order for the City to receive capital outlay funding from the State; and

WHEREAS, the Department of Finance and Administration, through its authority in NMSA 1978, Sections 5-8-6A, 9-6-5.1(D), 11-6-2, 11-6-4.1(A)(6) and 11-6-5.1(D), strongly encourages each jurisdiction to prepare a five-year infrastructure capital improvement plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that

1. It adopts the attached 2028-2032 Infrastructure Capital Improvements Plan ("Plan"); and

2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range, capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/2028-2032 Infrastructure Capital Improvements Plan

EXHIBIT A

CITY OF SANTA FE

ICIP FY2028-2032

JUNE 1, 2026

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Southside Transit Center Renovation		Facility	2521 Camino Entrada	350,000	850,000	500,000
SWAN Park Phase II	G3018, H3206	Park	500 Plaza Central	3,080,800	16,800,894	13,720,094
Acequia Trail Extension Phase B		Pedestrian Walkway	Acequia Trail to Agua Fria Street	-	8,900,000	8,900,000
San Felipe Road Reconstruction		Streets	Airport Road to Agua Fria	-	11,000,000	11,000,000
Arroyo en Medio Pedestrian Connectivity		Pedestrian Walkway	Sawmill Road to East Zia	-	5,500,000	5,500,000
Lucia Lane Reconstruction		Streets	Airport Road to Jaguar Drive	-	4,400,000	4,400,000
Rail Trail Intersections		Streets	Paseo de Peralta, Second Street, Siringo Road and Rodeo Road	-	1,800,000	1,800,000
St. Michael's Drive Reconstruction		Streets	Cerrillos Road to Botulph Road	-	22,500,000	22,500,000
Richards Avenue Water Main Extension		Water	Cerrillos Road to Brenner Way	183,000	1,183,000	1,000,000
Controlled Environment Agriculture Innovation Center		Facility	To be determined	-	5,900,000	5,900,000
Greer Garson Performing Arts Center Renovation		Arts	1600 St. Michaels Drive	-	12,300,000	12,300,000
Santa Fe Community and Economic Opportunity Center Renovation		Facility	1614 Paseo de Peralta	200,000	5,550,000	5,350,000
Southside Community & Economic Opportunity Center		Facility	Airport Road corridor	-	12,840,000	12,840,000
BRAIN Facilities Management Platform Expansion		Equipment	City-wide	550,000	2,550,000	2,000,000
Facilities Systems Replacement, Energy Efficiency, and Exterior Improvements		Facility	City-wide	550,000	4,550,000	4,000,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Facilities Master Planning and Capital Prioritization Framework		Broadband	City-wide	250,000	2,000,000	1,750,000
Dawsons Park Improvements and Upgrades		Park	3000-3098 Calle Nueva Vista	-	105,000	105,000
Fort Marcy Recreation Complex Deferred Maintenance		Pool	490 Bishops Lodge Road	-	3,500,000	3,500,000
Tierra Contenta Ph III Neighborhood Park		Park	Tierra Contenta Phase III	-	2,500,000	2,500,000
Basketball Courts Resurfacing		Sports/Athletics	City-wide	-	2,000,000	2,000,000
Drinking Fountain Upgrades		Park	City-wide	-	350,000	350,000
Baseball/Softball Field Dugout Renovations		Sports/Athletics	City-wide	-	1,350,000	1,350,000
Parks Irrigation Assessment		Park	City-wide	-	500,000	500,000
Playgrounds Upgrades and Renovations		Park	City-wide	-	1,145,000	1,145,000
Parks Security Cameras		Park	City-wide	-	450,000	450,000
Arroyo de los Chamisos North Fork Improvements		Storm/Surface Water Control	Corte de Princesa	217,000	4,877,000	4,660,000
Rio Metro Intersections Improvements		Streets	West Zia, Cordova, Cerrillos, St. Francis and West Manhattan	-	4,000,000	4,000,000
Governor Miles Road Reconstruction		Streets	Richards Ave to Nizhoni Drive	810,000	11,210,000	10,400,000
Calle Mejia Bicycle and Pedestrian Infrastructure Improvements		Streets	Calle Mejia	-	500,000	500,000
Airport Terminal Expansion Phase II	J3159, K3065	Airports	121 Aviation Drive	2,590,000	37,590,000	35,000,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Chemical Storage and Feed System Rehabilitation		Wastewater	73 Paseo Real	-	725,000	725,000
Security for Water Source and Storage Sites		Equipment	801 W. San Mateo	-	600,000	600,000
Alameda/Delgado Bridge Reconstruction		Bridges	205 Delgado Street	-	5,000,000	5,000,000
McClure Dam Outlet Rehabilitation		Dams	1780 Canyon Road	-	25,000,000	25,000,000
Regional Airport access road from NM599	I3318	Streets	3826 Veterans Memorial Hwy	4,500,000	17,500,000	13,000,000
21st Century Midtown Library & Community Center	J3141	Facility	1600 St. Michael's Drive	300,000	22,800,000	22,500,000
Midtown Redevelopment Infrastructure Improvements	F2903,G3017,H3203	Facility	1600 St. Michael's Drive	4,500,000	77,000,000	72,500,000
Henry Lynch Reconstruction		Streets	Henry Lynch - Agua Fria Street to Rufina Street	1,135,347	15,000,000	13,864,653
Median Beautification Phase I	G3165,K3240	Streets	City-wide	2,160,000	9,200,000	7,040,000
New City Services Center		Facility	2651 Siringo Road	82,572	52,530,572	52,448,000
MRC Irrigation System Upgrades	J3156	Park	205 Caja Del Rio Road	200,000	8,500,000	8,300,000
Electric Vehicles and Charging Stations		Equipment	1730 Llano St	-	750,000	750,000
Pressure Release Valve SCADA Implementation		Solar Panels	801 West San Mateo	-	450,000	450,000
St. Michaels Drive Rail Trail Underpass Project	I3321	Streets	Rail Trail crossing	4,227,734	24,999,000	20,771,266
Bishop's Lodge Road Reconstruction		Streets	Paseo de Peralta to Circle Drive	1,308,007	36,068,007	34,760,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Rufina St & Lopez Lane Intersection Improvements	I3319,J3296	Streets	Intersection of Rufina St & Lopez Lane	50,000	5,000,000	4,950,000
Pacheco Street Bicycle & Pedestrian Improvements	G3170,H3360	Streets	West San Mateo to Alta Vista	500,000	2,500,000	2,000,000
Canyon Road Water Chemical Feed Upgrades		Water	1780 Canyon Road	37,654	13,677,654	13,640,000
San Juan Chama Return Flow Project		Wastewater	Buckman Road to River	4,606,333	68,351,973	63,745,640
Ashbaugh Infiltration Project		Storm/Surface Water Control	1703 Cerrillos Road	560,577	4,060,577	3,500,000
Fire Station Remodels for Response	J3151	Facility	City Wide Locations	6,845,000	10,845,000	4,000,000
MRC Soccer Valley Expansion	H3204,I3136,J3155	Sports/Athletics	205 Caja Del Rio Road	8,375,000	28,692,356	20,317,356
Water & Sewer Expansion to West Alameda Rd	G2419,I2457,I2458	Wastewater	W. Alameda Rd - Siler Rd & Agua Fria Interconnection	-	3,850,000	3,850,000
Water Line Extension to Underserved Mutt Nelson Rd		Water	Mutt Nelson Rd to S. Frontage Rd & Jaguar Rd interconnection	-	11,000,000	11,000,000
Galisteo Alameda Bridge Reconstruction		Bridges	300 Galisteo Street	-	5,000,000	5,000,000
Rodeo Rd - St Francis Bridge Reconstruction		Bridges	2904 Rodeo Rd	-	6,000,000	6,000,000
Regional Traffic Management Center		Equipment	1142 Siler Road	-	7,000,000	7,000,000
Municipal Court Facility Improvements		Facility	2511 Camino Entrada	-	1,000,000	1,000,000
Permanent & Transitional Housing to End Homelessness	I3143,J3157	Homelessness	To be determined	4,200,000	24,200,000	20,000,000
Replacement Paseo Real Wastewater Reclamation Facilities	J2459	Wastewater	73 Paseo Real	1,600,000	101,600,000	100,000,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Paseo Real Headwork Preliminary Treatment Renovations		Wastewater	73 Paseo Real	-	20,000,000	20,000,000
Paseo Real Maintenance Building Construction		Facility	73 Paseo Real	-	6,000,000	6,000,000
Paseo Real Ultraviolet Disinfection Equipment		Equipment	73 Paseo Real	-	10,000,000	10,000,000
Ragle Park Baseball Field Upgrades	J3158,K3064	Park	2530 West Zia	3,132,575	5,332,575	2,200,000
Cerro Gordo Paving & Drainage		Streets	Cerro Gordo Road Armijo to Canyon	-	13,400,000	13,400,000
Zozobra Field at Fort Marcy Park Renovations		Park	490 Bishops Lodge Road	5,500,000	14,500,000	9,000,000
Agua Fria Corridor Improvements		Streets	2640 Agua Fria St	110,000	5,610,000	5,500,000
Arroyo San Antonio Drainage Improvements		Storm/Surface Water Control	St Francis Drive to Agua Fria	-	5,500,000	5,500,000
Arroyo Torreon Channel Improvements	K2630	Storm/Surface Water Control	West Alameda Ave Ephraim to San Salvador	347,750	4,410,250	4,062,500
Flood Risk Mitigation at Marc Brandt Park		Storm/Surface Water Control	3210 Siringo Rd	-	3,000,000	3,000,000
Arroyo Chamiso Extension Connecting East & West Zia Roads		Pedestrian Walkway	Arroyo de los Chamisos Botulph Rd to Old Arroyo Chamisos	300,000	1,500,000	1,200,000
Police Department Facility Improvements		Facility	2511 Camino Entrada	-	2,500,000	2,500,000
Rio Vista/Alamo Culvert Improvements		Storm/Surface Water Control	432 Alamo Drive	-	1,200,000	1,200,000
West Alameda St Reconstruction		Storm/Surface Water Control	West Alameda St Siler to Calle Nopal	1,440,000	25,500,000	24,060,000
Transit Bus Shelters		Please make a selection	City-wide	550,000	1,000,000	450,000

Project Title	Prior Appropriations	Infrastructure Category	Location	Funded to Date	Total Project Cost	Funding Still Needed
Santa Fe Regional Airport Parking Structure		Airports	121 Aviation Drive	-	23,000,000	23,000,000
Pavement Rehab & Preservation on Residential Roads		Streets	City-wide	2,500,000	5,500,000	3,000,000
Arroyo Chamiso Urban Trail Improvements		Storm/Surface Water Control	2100 Vo-Tech Rd	64,270	964,270	900,000
Cerro Gordo Culvert & Watershed Improvements		Storm/Surface Water Control	2007 Cerro Gordo Road	-	550,000	550,000
City Hall Elevator & City Council Chambers		Facility	200 Lincoln Ave	150,000	2,650,000	2,500,000
Downtown Transit Center		Facility	150 Sheridan Ave	100,000	3,700,000	3,600,000
Frenchy's Field Park / SF River Trail Improvements		Park	2001 Agua Fria St	-	600,000	600,000
Harrison Rd Sidewalk & Lighting Improvements		Sidewalks	Harrison Road Cerrillos Rd to Agua Fria St	500,000	1,091,998	591,998
Herb Martinez Park Improvements	K3061	Park	914 Camino Carlos Rey	700,000	925,000	225,000
La Familia Critical Repairs and Improvements		Facility	1035 Alto St	-	1,500,000	1,500,000
Police Training Facility	K3063	Facility	Camino Entrada	-	8,250,000	8,250,000
Police Internal Affairs Facility		Facility	Camino Entrada	-	250,000	250,000
Santa Fe Teen Center Improvements		Facility	6600 Valentine Way	6,815,000	8,920,000	2,105,000
River Park Ped Bridge at Closson Street		Park	Santa Fe River at Closson Ave	219,753	879,753	660,000
PROJECT COUNT 89			**SUBTOTALS**	**76,398,372**	**955,834,879**	**879,436,507**

FIR No. 10756

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2028-2032 Infrastructure Capital Improvements Plan

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Sean Moody, Capital Projects Manager **Date:** 4/23/2026 **Phone:** (505) 955-6931

Reviewed by City Attorney: _____ **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 4, 2026 11:11:30 MDT) **Date:** 06/04/2026

Summary:
The proposed resolution would adopt the City of Santa Fe's (City's) 2028-2032 Infrastructure Capital Improvements Plan ("ICIP").

Departments Affected:
Priority Capital projects affect all City departments and are included in the ICIP.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not be eligible for State Legislative Capital Outlay funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution relates to the "Legislative Priorities Resolution" that will establish the City's capital outlay and policy priorities for the 2027 New Mexico Legislative Session.

Performance and Administrative Implications:
City staff manages the request process, deploying projects funded by the ICIP and overseeing the grant reimbursement and reporting process.

Fiscal Implications:
The resolution does not have a direct fiscal impact, but the City's submission of its ICIP to the New Mexico Department of Finance and Administration for consideration by the New Mexico State Legislature for capital appropriations has potentially positive fiscal impactions for the City and could help the City address community needs. The City's previous ICIPs have resulted in millions of dollars of benefit to the City in past years. New Mexico House Bill 247, which passed on March 9, 2026, provides that capital outlay authorizations and appropriations from the State of New Mexico to municipalities in amounts of one hundred thousand dollars ($100,000) or more shall not be made for a project unless the project is included on an Infrastructure Capital Improvement Plan.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: JOHN BURNETT (Jun 4, 2026 14:56:01 MDT)

Email: jsburnett@santafenm.gov

Signature:

Email: sxmoody@santafenm.gov

Date: May 29, 2026

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

From: Jennifer LaBar-Tapia, Film Office Executive Director JLT

RE: Santa Fe International Film Festival Banner Installation

EXECUTIVE SUMMARY:

This resolution would approve the Santa Fe International Film Festival installing twenty-five (25) banners on City of Santa Fe owned light poles, along Guadalupe Street from Cerrillos Road to West Alameda Street. The banners would be displayed from October 1st through November 1st, annually.

BACKGROUND:

Section 17-7.6 of the City's Code allows installing banners on City property when erected by the City or a City permittee and if approved by the Governing Body via resolution. Under the City's Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners along Guadalupe Street from Cerrillos Road to West Alameda Street:

- The dates of display will be October 1st through November 1st, annually;
- The location is on City-owned light poles along Guadalupe Street from Cerrillos Road to West Alameda Street;
- Twenty-Five (25) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Planning and Land Use Director and City Attorney as conforming to all applicable requirements and restrictions;
- The Santa Fe International Film Festival is responsible for the installation of the banners, for obtaining the obstruction permits for installation and removal of the banners pursuant to standard City procedures as applicable, and for replacing banners that become damaged, defaced, or are in any form of disrepair, at its expense.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE ANNUAL INSTALLATION OF TWENTY-FIVE BANNERS FROM OCTOBER 1 TO NOVEMBER 1, COMMEMORATING THE SANTA FE INTERNATIONAL FILM FESTIVAL ALONG THE GUADALUPE CORRIDOR.

WHEREAS, SFCC 1987, Section 14-7.6(B)(2), allows permittees or the City of Santa Fe ("City") to install banners if the Governing Body adopts a Resolution, approving the banners; and

WHEREAS, SFCC 1987, Section 14-9.3 "General Definitions", defines a "Banner" as "a temporary sign no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a City-owned supported structure"; and

WHEREAS, the Resolution regarding banner installation must specify the dates of display, location, number, installation, maintenance, and cost; and

WHEREAS, the Santa Fe International Film Festival wishes to display banners annually from October 1 to November 1, to commemorate and promote the Festival as an important artistic and cultural event; and

WHEREAS, the banners are intended to draw attention to The Santa Fe International Film Festival, New Mexico's only Academy Award® qualifying film festival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the following banner design and installation plan:

Dates:	The banners may be displayed each year from October 1st through November 1st.
Location:	The banners may be displayed on light poles located along Guadelupe Street from Cerrillos Road to West Alameda Street.
Number:	Twenty-five (25) total banners may be displayed.
Design Approval Process:	The Planning and Land Use Director and City Attorney have approved the banner design as conforming to all applicable requirements and restrictions.
Installation:	Santa Fe International Film Festival will only utilize light poles with banner structure already installed. Santa Fe International Film Festival will incur all costs for the installation of the banners.
Maintenance:	Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the Santa Fe International Film Festival. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.
Cost Allocation:	The Santa Fe International Film Festival shall be responsible for all costs associated with purchasing, installation, and removal of the banners.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Santa Fe International Film Festival Banners

EXHIBIT A

18th annual

santa fe international film festival

OCTOBER 14 – 19
2026

santafe.film

FIR No. 10763.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Santa Fe International Film Festival Banner Approval

Sponsor(s): Mayor Michael Garcia and Councilor Alma Castro

Reviewing Department(s): Santa Fe Film Office

Staff Completing FIR: Jennifer LaBar-Tapia, Film Office Executive Director **Date:** 5/29/2026
Phone: (505) 955-6216

Reviewed by City Attorney: [signature] **Date:** 06/04/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 4, 2026 15:01:20 MDT) **Date:** 06/04/2026

Summary:
This resolution would approve the Santa Fe International Film Festival installing twenty-five (25) banners on City of Santa Fe owned light poles, along Guadalupe Street from Cerrillos Road to West Alameda Street, from October 1st through November 1st, annually. The request is pursuant to SFCC 1987, Section 17-7.6, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Santa Fe International Film Festival would not be able to display banners on City-owned light poles to commemorate and promote the festival.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Planning and Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:
The Santa Fe International Film Festival is responsible for the installation of banners, for obtaining the obstruction permits for installation and removal of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair, at its expense.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Jennifer LaBar-Tapia
Jennifer LaBar-Tapia (Jun 4, 2026 15:05:52 MDT)

Email: jllabartapia@santafenm.gov

CITY OF SANTA FE

Date: May 28, 2026

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager SEBASTIAN GALLEGOS (Jun 8, 2026 15:29:50 MDT)

Via: Jimmy Gunn, Interim Airport Director

James Garduno, Airport Project Manager JAMES GARDUNO (Jun 9, 2026 08:12:46 MDT)

Subject: Architect & Engineering (A&E) Service for Santa Fe Regional Airport Terminal Expansion

Vendor Name: FBT + Luis Vidal Architects Joint Venture

Vendor Number: 11525

ACTION:
Request for the approval of Professional Service Contract in the total amount of $ 1,160,00.00 including NMGRT for Professional Architect/Engineer services for a new terminal expansion at the Santa Fe Regional Airport for a term of 4 years; (Sebastian Gallegos, Project Manager, sfgallegos@santafenm.gov. 505- 695-3538, Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov. 505-699-2403).

CONTRACT NUMBER:
The FY26 Munis Contract Number is 3260433.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport is seeking to procure professional Architectural and Engineering (A/E) services for the planning, design, and development of a terminal expansion project intended to support current operational demands and future passenger growth. The proposed expansion is anticipated to include approximately six (6) to eight (8) new aircraft gates, each equipped with passenger boarding bridges (jet bridges), expanded concession areas, additional public restrooms, a restaurant/food service area, and multiple vendor and retail spaces to improve passenger amenities, increase terminal capacity, and enhance overall airport functionality. The selected A/E consultant will be responsible for project programming, conceptual and schematic design, cost estimating, design development, and preparation of construction documents and related support services necessary for project implementation. This project is being funded through a grant awarded by the New Mexico Department of Finance and Administration (DFA).

ATTACHMENTS:
Professional Services Contract
Proposal
Certificate of Insurances
Horizons Service List

CPO Determination/Blanket List

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Terminal Expansion
Munis Org Name/Number: 5450407
Munis Object Name/Number: 572960

Budget Officer/Designee: Andy Hopkins Date: 06/10/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was FY26-RFP-035

AP (Jun 10, 2026 09:03:52 MDT)
Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 06/12/2026
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: State of New Mexico DFA
Approval: ERIKA LUJAN ERIKA LUJAN (Jun 12, 2026 12:39:21 MDT) Title: 06/12/2026 Date: 06/12/2026
Comment/Exceptions: _____
Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number PWD2554522
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

AAITEM #: _____
Munis Contract #3260433
RFP#: FY26-RFP-035

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 **FBT and Luis Vidal Architects Joint Venture (FBT + Vidal JV)**, hereinafter referred to as the "Consultant," 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 Consultant 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 Consultant hereby agree as follows:

1. Scope of Work

The Consultant shall provide the following services:

Architecture & Engineering ("A/E") services - conducted in five distinct and sequential phases:

A. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, without limitation, as follows:

i. Conferring with the City Manager and Airport Director of the Santa Fe Regional Airport on project requirements, programming, finances, schedules, early phases of the project, operational safety, phasing considerations and other pertinent matters; meeting the FAA and other concerned agencies and parties on matters affecting the project.
ii. Planning, procuring, and/or preparing necessary surveys, geological engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
iii. Developing designs, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
iv. Assisting the sponsor in the preparation of necessary and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.

B. Design Phase: This phase involves all activities required to undertake and accomplish the project design that is able to be issued for construction in accordance with the applicable standard of care including but not limited to:, :

i. Conducting meetings and design conferences to obtain information and to coordinate or resolve design matters.
ii. Collecting engineering data and undertaking field investigations; geological engineering and surveys; and architectural, engineering, and environmental studies.
iii. Preparing necessary engineering reports and recommendations.
iv. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested. Printing one (1) physical copy for delivery to the Airport Director and providing necessary digital copies of engineering drawings and contract specifications.

C. Bidding or Negotiation Phase: This phase involves providing sets of plans and specifications for this phase, and all bid documents; assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.

D. Construction Phase: This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

i. Providing consultation and advice to the sponsor during all phases of construction.
ii. Presenting designs and/or plans with the Sponsor at pre-construction conferences
iii. On site construction observation involving the services of a resident engineer, inspector, or manager, periodically during the construction or installation phase of a project and providing appropriate reports to the sponsor.
iv. Reviewing shop drawings submitted by contractors for general conformance with the design intent, following the standard of care to achieve an approved submittal.
v. Reviewing, laboratory and mill test reports of materials and equipment for general conformance with the design intent and specifications.
vi. Preparing and assisting the sponsor in negotiating change orders and supplemental agreements.
vii. Observing or reviewing performance tests required by specifications.
viii. Determining payment amounts to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
ix. Conduct wage rate interviews in accordance with federal standards
x. Making inspection and submitting a report of substantial completion of theproject to the sponsor.

E. Project Closeout Phase: This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to:

i. Making final inspections and submitting punch-lists and a report of the completed project to the City once completion is accepted by the City Manager or designee.
ii. Providing record drawings.
iii. Preparing summary of material testing reports.
iv. Preparing summary of project change orders.
v. Preparing grant amendment requests and associated justification, if applicable.
vi. Preparing final project reports including financial summary.
vii. Obtaining release of liens from all contractors.

F. Special Services - The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the Consultant. These special services may vary greatly in scope, complexity, and timing and may involve several different disciplines and fields of expertise. Notwithstanding the foregoing, any Special Services described herein shall be performed only upon the Consultant's receipt of prior written authorization from the Sponsor through the City Manager or designee. Such Special Services shall be considered Additional Services and shall entitle the Consultant to additional compensation, in accordance with mutually agreed terms. The Consultant shall have no obligation to commence such Special Services until such written authorization is received. Any impacts to the Project schedule or deliverables resulting from the performance of Special Services shall be subject to equitable adjustment.

Third party consultants performing special services may be employed directly by the City to implement one or more phases of a project or may be employed by the principal Consultant via a subcontract agreement. In certain instances, these services may be performed by the principal Consultant. Some examples of special services that might be employed for airport projects include, but are not limited to:

- Soils investigations, including core sampling, laboratory testing, related analyses, and reports.
- Detailed mill, shop, and /or laboratory inspections of materials and equipment.
- Land surveys and topographic maps.
- Field and/or construction surveys.
- Photogrammetry surveys.
- On site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. (This is a distinct service from the periodic inspection responsibilities included as part of the basic services.)
- Environmental studies and assessment reports for specific development projects.
- Expert witness testimony in litigation involving specific projects.
- Project feasibility studies.
- Public information and community involvement surveys, activities, and studies.
- Preparation of as-built plans and record drawings.
- Preparation of or updating the airport layout plan.
- Preparation of property maps.
- Preparation of Quality Control Plan.

- o Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
- o Assist Sponsor in specifications for procurement purposes of airport equipment (i.e. snow removal, airport rescue and fire righting, etc.), and in preparing all documents required to procure such equipment.
- o Assisting the sponsor in Federal, State and local grant administration an preparation of necessary applications for grants.
- o Construction management.
- o Preparation of final report.

G. Planning Services - This category involves studies under the broad heading of airport system and master planning and includes, without limitation, as follows:

- o Study designs to establish the framework and detailed work program.
- o Airport data collection and facility inventories.
- o Aeronautical activity forecasts and demand/capacity.
- o Facility requirements determination.
- o Airport Layout and terminal area plans development.
- o Environmental assessment studies/reports, airport noise compatibility plans (Part 150 studies), and other environmental related studies.
- o Compatible land-use planning in the vicinity of airports.
- o Airport development schedules and cost estimates.
- o Airport financing planning.
- o Participate in public information programs and/or public hearings relating to airport development and planning projects.

Concession Master Planning, Feasibility Analysis, Implementation and management:

H. Consultant Projects - Consultant shall complete the following project:

o Terminal Expansion **-** Provide A&E services for the expansion and upgrade of the existing passenger terminal to accommodate projected growth.

2. <u>Standard of Performance; Licenses</u>

A. The Consultant does hereby accept its designation as a professional service, rendering services related to Architect & Engineering 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 Consultant agrees to obtain and maintain and require its contractors, subcontractors, representatives, and agents to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, and its employees.

3. <u>Compensation</u>

A. The City shall pay to the Consultant in full payment for services satisfactorily performed at a lump sum fee ~~rate~~ of one million, one-hundred sixty thousand and .00) dollars ($1,160,000.00) ~~per hour~~ (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed AMOUNT ($1,248,450.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling Eighty-eight thousand, four hundred fifty dollars ($

88,450.00) shall be paid by the City to the Consultant. **The total amount payable to the Consultant under this Agreement, including gross receipts tax and expenses, shall not exceed AMOUNT ($1,248,450.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Contract shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. The Consultant is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will theConsultant be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided. The fee above reflects the amount for Preliminary Phase only as outlined in FBT+Vidal JV's Proposal for Professional Engineering and Architectural Services dated March 17, 2026. Upon completion of the preliminary phase, a proposal to complete the balance of the scope shall be submitted.**

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

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

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

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

F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

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 Consultant may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; Opportunity to Cure.

1) In terminations for cause, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of terminationof (i) identify all the Consultant's material breaches of this Agreement upon which the termination is based and (ii) state what the Consultant must do to cure such material breaches. City's notice of termination for cause shall only be effective (i) if the Consultant 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 Consultant does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach. 2) Consultant 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. Consultants'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 Consultant of its intent to cure and begin with due diligence to cure the material breach. If the City's breach is a failure to make payments due Consultant, the City's cure period shall not exceed thirty (30) days.

3) Subject to the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as reasonably determined by the City; (ii) if, during the term of this Agreement, the Consultant 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 Consultants'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 Consultant 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 Consultant. The City's decision as to whether sufficient appropriations are available shall be accepted

by the Consultant and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Consultant 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 Consultant

The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the City unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Consultant 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 Consultant 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 Consultant 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 for payment of fees and reimbursable expenses due for Consultant's services arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Consultant under this Contract (collectively "the Work Product") 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 Consultant under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant. If City utilizes the Work Product to produce new documents for any addition, extension, modification, or remodeling of the Project, or for completion of the Project by others, and the City does not retain the Consultant to perform the design and construction administration services for such work, the City shall retain a licensed design professional to perform any architectural, engineering or other professional services required and shall delete any and all references to the Consultant from any of the Work Product used in connection with such work. The City agrees that the Consultant shall have no liability to the City for any revisions or addition to or alteration or deviation from the Work Product occurring subsequent to the Consultant's completion of its services under this Contract or, if earlier, the termination of this Contract. Notwithstanding the foregoing, Consultant shall be liable for damages arising from Work Product that does not meet the standards applicable to

professional architectural design and engineering, and for damages resulting from inadequate observation and inspection during construction as described in Article 1(D) above.

13. Conflict of Interest; Governmental Conduct Act

A. The Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the City if, at any time during the term of this Contract, Consultant learns that Consultant'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 Consultant'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 Consultant 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.

RFP

All terms and conditions of the **RFP# FY26-RFP-035** and the Consultant'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

TheConsultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Contract, Consultant 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, Consultant 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 Consultant agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Consultant 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

Consultant 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 Consultant'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, Consultant 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 the minimum coverage and limits specified in this Contract,. 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 Consultant hereunder.

D. Certain services described in the Contract and RFP# FY26-RFP-035 extend beyond customary architectural and engineering (A/E) professional services and may require the procurement of additional or specialized insurance coverage not typically maintained by the Consultant. In the event such additional insurance is required to support the full scope of services requested, the Consultant shall obtain such coverage as reasonably necessary. Any additional insurance premiums required solely to perform services beyond standard A/E services shall be treated as a reimbursable expense, subject to the City's prior written approval.

E. Consultant 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 Consultant. 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. <u>Records and Financial Audit</u>

The Consultant 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. <u>Indemnification</u>

The Consultant shall indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract to the extent caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, subcontractors or agents. If any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or subconsultant under this Contract is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two business (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:
Sebastian Gallegos, Airport Project Manager
121 Aviation Dr, Santa Fe, NM, 87507
Sfgallegos@santafenm.gov
505-695-3538

To the Consultant: [insert name, address and email].
FBT and Luis Vidal Architects Joint Venture
500 Marquette Avenue NW 15th Floor, Albuquerque, NM 87102
Arthur R. Tatum AIA
Art@fbtarch.com
James R. Henry, AIA
jh@luisvidal.com

29. Authority

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

30. Non-Collusion

In signing this Agreement, the Consultant certifies the Consultant 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 Consultant, which remains uncured after written notice from the City and the expiration of a reasonable cure period of not less than thirty (30) days, the City may procure the goods or services from another source. The Consultant shall be responsible only for the reasonable, direct costs incurred by the City as a result of such material default or breach. In no event shall the Consultant be liable for indirect, incidental, consequential, special, or punitive damages. The City's remedies shall be limited to those expressly set forth in this Agreement or otherwise available at law or equity, subject to the limitations herein.

32. Equitable Remedies

The Consultant 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 Consultant 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for excess cost incurred by the City to the extent actually and directly caused by the Consultant's default. The Consultant shall not be liable for any excess costs if and to the extent such failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; 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 Consultant's subconsultants due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subconsultants were obtainable from other sources in sufficient time to permit the consultant 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.

[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, CITY MAYOR

CONSULTANT:
FBT + VIDAL JV

Jim Henry
Jim Henry (May 15, 2026 10:36:03 CDT)
_____
JIM HENRY, EXECUTIVE VICE PRESIDENT FOR LUIS VIDAL + ARCHITECTS

DATE: May 15, 2026

Arthur R Tatum
_____
ART TATUM, PRESIDENT OF FBT ARCHITECTS

DATE: May 15, 2026

CRS#: _____

Registration #: _____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 18, 2026 08:56:15 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 12, 2026 15:29:01 MDT)
_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

fbt + vidal
a joint venture

Proposal for Professional Engineering and Architectural Services

Project Name: Architect & Engineering (A&E) Service for Santa Fe Regional Airport Terminal Expansion

Prepared for: Santa Fe Regional Airport

Prepared by: FBT + Luis Vidal Architect Joint Venture (FBT + Vidal)

Date: March 17, 2026

1. Introduction and Understanding of the Project

The FBT + Vidal Design team appreciates the opportunity to provide professional architectural and engineering services for the Santa Fe Regional Airport, hereinafter the Sponsor. Our team understands that the Sponsor intends to undertake improvements that support the continued safe, efficient, and compliant operation of the airport while meeting applicable FAA requirements and grant assurances.

This proposal outlines our understanding of the project requirements and presents a scope of services designed to support the Sponsor through planning, design, bidding, construction administration, and project closeout.

Our team has extensive experience delivering federally funded airport projects and understands the importance of maintaining compliance with FAA standards, grant requirements, DBE participation goals, and applicable federal regulations while managing schedule, cost, and operational impacts to the airport.

The services described herein are organized into five phases consistent with standard FAA project development procedures.

2. Scope of Services Summary

The FBT + Vidal team will provide professional architectural and engineering services for the Project in accordance with the following phases.

Phase	Description	Key Deliverables
I. Preliminary Phase	Establish project scope, review operational requirements, coordinate with FAA, conduct investigations, and develop conceptual layouts and preliminary cost estimates. Assist in Federal, State and local grant administration and preparation of necessary applications for grants.	Concept layouts, preliminary cost estimate, supporting documentation for grant funding, DBE planning documents
II. Design Phase **- Schematic Design** **- Design Development** **- Construction Documents**	Develop full engineering and architectural design documents for construction, including plans,	Construction drawings, technical specifications, engineering reports, and final construction cost estimate

	specifications, technical reports, and cost estimates.	
III. Bidding / Negotiation Phase	Assist the Sponsor with advertising the project, responding to bidder questions, analyzing bids, and preparing construction contracts.	Bid documents, addenda, bid tabulation, and recommendation for award
IV. Construction Phase	Provide construction administration, inspection, submittal review, and project management services during construction.	Construction observation reports, submittal reviews, change order documentation, and payment certifications
V. Project Closeout Phase	Complete final inspections, prepare record drawings, assemble testing documentation, and prepare final grant documentation.	Record drawings, final inspection report, testing summary, and final grant report

3. Program

- New TSA Checkpoint
- Food & Beverage Concession (Restaurant)
- Six (6) to Eight (8) Airline Boarding Gates
- Gift Shop / Retail Concession
- Men's and Women's Restrooms
- SARA — Service Animal Relief Area (Indoor and/or Outdoor)
- Airline Office Space
- Conference Room
- Fire Hydrant on Ramp
- Art Wall Space
- Refrigerated Cooling Space

4. Benchmark Approach

To establish a benchmark for preliminary scope definition, the FBT + Vidal team analyzed comparable regional airports with similar annual passenger activity, service models, and operational scale to Santa Fe Regional Airport's (SAF) future projections.

Airport	Approx Gates	Overall Terminal SF (approx)	SF per Gate (approx)
Aspen/Pitkin County Airport (planned)	6–8	~90,000	~11,250–15,000
Jackson Hole Airport	6–8	~115,600	~14,450–19,270
Santa Barbara Municipal Airport	~6	~105,000	~17,500
Yampa Valley Regional Airport (HDN)	~7	~128,000	~14,200–18,300
Monterey Regional Airport (MRY)	~5	~63,000	~12,600

Recommended Planning Parameters for Santa Fe Regional Airport

Based on benchmarking and industry standards for similar regional/destination airports, the following planning parameters are recommended for Santa Fe Regional Airport:

- SF per Gate: 18,000 SF
    - This represents a starting average starting point of regional/destination airport benchmarks (e.g., Jackson Hole, Santa Barbara) and allows space for the programmed spaces identified above.
- Number of Gates: 6–8 gates
    - A flexible range allows for phased growth aligned with projected passenger demand.
- Planning Terminal Footprint:
    - 4 gates × 18,000 SF/gate = 72,000 SF
    - 4 gates × 15,000 SF/gate = 60,000 SF
    - 4 +4 Gates = ~132,000 SF

Based on a review of comparable regional and destination airports, a conservative initial planning benchmark of 18,000 SF per gate is recommended for Santa Fe Regional Airport. This provides an appropriate size indicated above. The square footage noted is inclusive of all necessary amenities and its support spaces listed in paragraph 3. Program above.

It is further recommended that the terminal be planned for a total of 6–8 gates, with Phase 1 designed for 4 gates and an additional 4 gates as Phase 2 to align with projected passenger demand. This results in a planning range for terminal size of approximately 72,000–132,000 SF. These parameters provide a defensible basis for design effort and professional service fee estimates.

NOTE: This approach is for initial fee discussion and does not represent your actual project. This is for fee negotiation purposes only.

5. Fee Proposal

Using a benchmark-based approach to establish a comparable project size and cost, the FBT + Vidal team has structured its compensation to align with the project's early planning and evolving design phases. Fees are initially defined through the Preliminary Phase. The final design fee will be established once there is approval of a scope, budget, and design/ construction schedule.

Key Points:

- **Project Assumptions:** 8-gate full buildout, new headhouse, and initial construction of 4 gates; potential reuse of the existing terminal to be evaluated during design
- **Initial Fee Commitment:** $1.16M covering Phase I – Preliminary Design, in order to establish the project definition.
- **Fee Adjustment:** At the end of the Preliminary Design Phase, we will align our fee with the approved Scope, Budget, and Design and Construction Schedule.

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a joint venture

Scope of Work by Phase	Description	Compensation
I. Preliminary Phase	Programming, conceptual planning, preliminary engineering studies, grant documentation support	**$1.16M**
II.A Design Phase - Schematic Design	Architectural and engineering schematic design, plans and cost estimate	tbd
II.B Design Phase -Design Development through Construction Documents	Full architectural and engineering design, plans, specifications, and cost estimates	tbd
III. Bidding / Negotiation Phase	Bid support, addenda preparation, bid evaluation, contract preparation	tbd
IV. Construction Phase	Construction administration, inspection, submittal review, change order review, payment certification	tbd
V. Project Closeout Phase	Record drawings, final inspection, grant closeout documentation	tbd
Total Professional Services Fee*		tbd

The FBT + Vidal Joint Venture team appreciates the opportunity to present this phased terminal planning and cost framework for the Santa Fe Regional Airport. Our approach balances initial investment with scalable growth, leveraging regional airport benchmarks and best practices to ensure an efficient, functional, and cost-conscious design.

The phased plan, with 4 initial gates and a 4-gate expansion, provides flexibility for future passenger growth while optimizing terminal and civil/airfield infrastructure. Our recommended planning assumptions is used to start the project on a firm foundation, and will help with the basis for budgeting, professional services, and decision-making.

The FBT + Vidal design team is committed to delivering a comprehensive, high-quality, and phased terminal solution that meets Santa Fe Regional Airport's operational, financial, and passenger experience goals. We look forward to collaborating closely with the airport team to bring this vision to reality.

Regards,

Arthur R Tatum

Arthur Tatum, AIA & Jim Henry, AIA
fbt + vidal a joint venture

fbt + vidal
a joint venture

Exhibit A-

Expanded Scope of Services- Explanations and Exclusions

1. Exclusions

Services Not Included Unless Authorized

- Soils investigations, including core sampling, laboratory testing, related analyses, and reports.
- Detailed mill, shop, and /or laboratory inspections of materials and equipment.
- Land surveys and topographic maps.
- Field and/or construction surveys.
- Photogrammetry surveys.
- On site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
- Environmental studies and assessment reports for specific development projects.
- Expert witness testimony in litigation involving specific projects.
- Project feasibility studies.
- Public information and community involvement surveys, activities, and studies.
- Preparation of as-built plans and record drawings.
- Preparation of or updating the airport layout plan.
- Preparation of property maps.
- Preparation of Quality Control Plan.
- Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
- Assist Sponsor in specifications for procurement purposes of airport equipment (i.e. snow removal, airport rescue and fire righting, etc.), and in preparing all documents required to procure such equipment.
- Construction management.
- Preparation of final report.

These services can be provided as additional services upon the Sponsor's authorization.

2. Scope of Services

Terminal Expansion - Provide A&E services for the expansion and upgrade of the existing passenger terminal to accommodate projected growth. The Consultant will provide professional architectural, engineering, planning, and construction administration services required to complete the Project.

I. Preliminary Phase

The Preliminary Phase includes activities required to define the Project's scope and establish initial planning, technical, and operational requirements.

Services during this phase shall include, but are not limited to, the following:

a. Project Coordination and Programming

- Confer with the Sponsor to establish project goals, requirements, and priorities.
- Review operational, financial, scheduling, phasing, and safety considerations.
- Coordinate with the Federal Aviation Administration (FAA), airport stakeholders, and other agencies regarding project scope, regulatory requirements, and compliance.

b. Investigations and Data Collection

- Plan, procure, and/or coordinate necessary surveys and field investigations.
- Perform site investigations and preliminary architectural and engineering analyses necessary to support planning and early design development.

c. Preliminary Planning and Concepts

- Prepare conceptual design showing preliminary layouts.
- Evaluate environmental, aesthetic, and operational considerations.
- Develop preliminary project recommendations and order-of-magnitude cost estimates.
- Study designs to establish the framework and detailed work program.
- Airport data collection and facility inventories.
- Aeronautical activity forecasts and demand/capacity.
- Facility requirements determination.
- Airport Layout and terminal area plans development.
- Compatible land-use planning in the vicinity of airports/ within the airport property boundary.
- Preliminary Airport development schedules and cost estimates.
- Airport financing planning.
- Participate in public information programs and/or public hearings relating to airport development and planning projects.

d. Grant and Funding Assistance

- Assist the Sponsor in preparing documentation required for federal funding applications.
- Prepare Disadvantaged Business Enterprise (DBE) plans and participation goals as required.
- Develop supporting exhibits and documentation required for federal or state grant submittals.

II.A Design Phase

The design phase will follow the following stages of design as described below:

Schematic Design Phase

During the Schematic Design Phase, the Consultant will develop preliminary design concepts based on the project program, operational requirements, and input from the Sponsor. This work will establish the overall project approach, including general layout, scale, relationships of major

components, and conceptual building systems. The Consultant will prepare schematic drawings and other graphic materials necessary to illustrate the design concept and will provide a preliminary opinion of probable construction cost.

II.B Design Phase

The design phase will follow the following stages of design as described below:

Design Development Phase

- During the Design Development Phase, the Consultant will refine the approved schematic design and further develop the architectural and engineering systems of the project. Drawings and supporting documentation will be expanded to define the size, character, materials, and major systems of the project, including coordination among architectural and engineering disciplines. The Consultant will update the opinion of probable construction cost based on the refined design. Coordinate geological engineering investigations and geotechnical studies.
- Preliminary Environmental assessment studies/reports, airport noise compatibility plans (Part 150 studies), and other environmental-related studies.

Construction Documents Phase

During the Construction Documents Phase, the Consultant will prepare detailed drawings and specifications that establish the requirements for construction of the project. These documents will define the scope, quality, materials, and technical requirements necessary for bidding and construction. Coordination among all design disciplines will be completed and a final opinion of probable construction cost will be prepared.

Services shall include, but are not limited to, the following:

a. Design Coordination

- Conduct design meetings and coordination conferences with the Sponsor, FAA, regulatory agencies, and project stakeholders.
- Coordinate technical input and resolve design issues as they arise during development of the design documents.

b. Technical Investigations

- Collect engineering data and conduct field investigations as required.
- Coordinate with geological engineering studies and necessary surveys.
- Undertake architectural, engineering, and environmental analyses required to support final design.

c. Engineering Reports

- Prepare required engineering reports, studies, and technical recommendations supporting the project design.
- Environmental assessment studies/reports, airport noise compatibility plans (Part 150 studies), and other environmental-related studies.

d. Final Design Documentation

- Coordinate geological engineering investigations and geotechnical studies.
- Prepare detailed construction plans, specifications, and cost estimates suitable for bidding and construction.
- Conduct value engineering analysis if requested by the Sponsor.
- Prepare and reproduce required copies of engineering drawings, specifications, and contract documents for bidding and regulatory review.

III. Bidding or Negotiation Phase

During the Bidding or Negotiation Phase, the Consultant shall assist the Sponsor in procuring construction services.

Services shall include:

- Preparing and distributing plans, specifications, and bidding documents.
- Assisting the Sponsor with advertising the project for bids.
- Responding to bidder questions and issuing addenda as required.
- Assisting in negotiating services when procurement is conducted through negotiation.
- Analyzing bids received and providing recommendations regarding award of construction contracts.
- Assisting in preparation of final contract documents between the Sponsor and the selected contractor.

IV. Construction Phase

The Construction Phase includes services provided after the award of the construction contract to support the Sponsor through project implementation.

Services shall include, but are not limited to:

a. Construction Consultation

- Provide technical consultation and advice to the Sponsor throughout the construction phase.

b. Pre-Construction Conference

- Represent the Sponsor at pre-construction conferences and assist in coordination between the Sponsor and contractor.

c. Construction Observation and Inspection

- Provide on-site construction observation and inspection services through a resident engineer, inspector, or project manager as required.

- Monitor construction progress and prepare periodic reports documenting construction activities.

d. Shop Drawing Review

- Review and approve shop drawings and contractor submittals for conformance with design intent and contract documents.

e. Materials and Testing Review

- Review laboratory testing reports, mill certificates, and material testing documentation for compliance with project specifications.

f. Change Order Administration

- Prepare, evaluate, and negotiate change orders and supplemental agreements as necessary.

g. Performance Testing

- Observe and review required performance tests to confirm compliance with project specifications.

h. Payment Administration

- Review contractor pay applications and determine payment amounts due.
- Assist the Sponsor in preparing reimbursement requests for eligible grant-funded work.

i. Federal Compliance

- Conduct wage rate interviews in accordance with applicable federal labor standards.

j. Final Construction Inspection

- Conduct final project inspection and provide a completion report to the Sponsor.

V. Project Closeout Phase

The Project Closeout Phase includes services required after completion of construction to finalize project documentation and funding requirements.

Services shall include:

a. Final Inspection and Punch List

- Conduct final inspections and prepare punch lists for completion of outstanding work.

b. Record Drawings

- Prepare record (as-built) drawings reflecting significant field changes incorporated during construction.

c. Testing Documentation

- Prepare a summary of all material testing and inspection reports.

d. Change Order Summary

- Prepare a summary of all change orders and contract modifications executed during construction.

e. Grant Amendments

- Prepare documentation and justification required for grant amendment requests, if applicable.

f. Final Project Report

- Prepare final project reports including financial summaries and documentation required by funding agencies.

g. Release of Liens

- Assist the Sponsor in obtaining final releases of liens from contractors and subcontractors.

3. Deliverables

Deliverables included, but are not limited to:

- Preliminary planning documents and concept layouts
- Engineering reports and studies
- Design drawings and technical specifications
- Preliminary Construction cost estimates
- Bid documents and addenda
- Construction progress reports
- Record drawings
- Final project report and grant documentation

4. Schedule

The anticipated schedule for completion of the services will be developed in coordination with the Sponsor and will depend on:

- FAA review timelines
- Grant funding approvals
- Environmental review requirements
- Construction bidding conditions
- Weather and construction sequencing considerations

A detailed project schedule will be developed during the Preliminary Phase.

5. Assumptions

This proposal assumes:

- The Sponsor will provide timely review and approval of project deliverables.
- FAA coordination will occur through the Sponsor unless otherwise requested.
- Specialized studies not listed in the scope (e.g., environmental assessments, wildlife hazard studies, ALP updates, etc.) may require additional services.
- Construction inspection levels will be determined based on FAA and Sponsor requirements.

- end

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2026

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

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

PRODUCER Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111 License#: 2081754	**CONTACT NAME:** Eloise Hughes **PHONE (A/C, No, Ext):** 505-822-8114 **FAX (A/C, No):** 505-822-0341 **E-MAIL ADDRESS:** ehughes@higginbotham.net
INSURED Fanning/ Bard/ Tatum Architects AIA Ltd 500 Marquette Ave NW, Suite 1500 Albuquerque NM 87102 FANNARC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest National Insurance Company / 10120 **INSURER B :** RLI Insurance Company / 13056 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1547971397 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:	Y		PSB0011622	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PSA0003804	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PSE0005773	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0006273	5/1/2026	5/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			AAEP000089-251	5/10/2025	5/10/2026	Each Claim Aggregate	1,000,000 3,000,000

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

Project: Santa Fe Airport Expansion. City of Santa Fe their officials, officers, employees, and agents are additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
121 Aviation Dr
Santa Fe NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2026

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 125 E John Carpenter Fwy Suite 190 Irving TX 75062	**CONTACT NAME:** Ashley Enrique **PHONE (A/C, No, Ext):** 817-349-2279 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** aenrique@higginbotham.net
INSURED LVALU LVA Luis Vidal USA Inc. 125 E John Carpenter Fwy, Suite 190 Irving TX 75062	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Sentinel Insurance Company, Ltd — 11000 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** Hartford Property & Casualty — 914 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1054935699 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			65SBAAC3543	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			65SBAAC3543	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			65SBAAC3543	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAP8481	8/4/2025	8/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made Policy			AEH591951420	10/31/2025	10/31/2026	Each Claim Annual Aggregate Each Claim Deductible	$5,000,000 $5,000,000 $ 10,000

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

The General Liability (Including Completed Operations) and Pollution Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Pollution Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract that requires such status.

The General Liability and Pollution Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability and Workers Compensation policies include an endorsement providing that 30 days' notice of cancellation
See Attached...

CERTIFICATE HOLDER

Santa Fe Airport
121 Aviation Dr
Santa Fe NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LVALU

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	LVA Luis Vidal USA Inc. 125 E John Carpenter Fwy, Suite 190 Irving TX 75062
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

will be furnished to the certificate holder when required by written contract.

Professional Liability Policy provides Automatic Waiver of Subrogation as per Form Number CNA79034XX (04-2020) "Professional Liability and Pollution Incident Liability Insurance" to the extent prior to a wrongful act or circumstance is required by a written agreement subject policy terms, conditions and exclusions.

Other States Insurance: Part Three of the policy applies to the states, if any , listed here:
ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE

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GALLEGOS, SEBASTIAN F.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Friday, November 7, 2025 1:59 PM
To: GALLEGOS, SEBASTIAN F.
Cc: jperez@horizonsofnewmexico.org; gblock@horizonsofnewmexico.org; GARDUNO, JAMES D.
Subject: Re: !!Important!! First Right of Refusal 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 afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Nov 7, 2025 at 1:51 PM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

> Gentlemen,

Attached is a detailed scope of work for Architect and Engineering services needed, please review and let us know at your earliest convenience, this is an extremely important project for the Airport.

A/E services - conducted in five distinct and sequential phases:

I. ***Preliminary Phase:*** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, without limitation, as follows:

a. Conferring with the sponsor on project requirements, programming, finances, schedules, early phases of the project, operational safety, phasing considerations and other pertinent matters; meeting the FAA and other concerned agencies and parties on matters affecting the project.

b. Planning, procuring, and/or preparing necessary surveys, geological engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.

c. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

d. Assisting the sponsor in the preparation of necessary and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.

II. ***Design Phase:*** This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, as follows:

a. Conducting meetings and design conferences to obtain information and to coordinate or resolve design matters.

b. Collecting engineering data and undertaking field investigations; geological engineering and surveys; and architectural, engineering, and environmental studies.

c. Preparing necessary engineering reports and recommendations.

d. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested. Printing and providing necessary copies of engineering drawings and contract specifications.

III. ***Bidding or Negotiation Phase:*** This phase involves providing sets of plans and specifications for this phase, and all bid documents; acting for the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.

IV. ***Construction Phase:*** This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

a. Providing consultation and advice to the sponsor during all phases of construction.

b. Representing the sponsor at pre-construction conferences

c. On site construction inspection and management involving the services of a resident engineer, inspector, or manager, periodically during the construction or installation phase of a project and providing appropriate reports to the sponsor.

d. Reviewing and approving shop drawings submitted by contractors for compliance with design concept.

e. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.

f. Preparing and negotiating change orders and supplemental agreements.

g. Observing or reviewing performance tests required by specifications.

h. Determining payment amounts to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.

i. Conduct wage rate interviews in accordance with federal standards.

j. Making final inspection and submitting a report of the completed project to the sponsor.

V. ***Project Closeout Phase:*** This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to:

a. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.

b. Providing record drawings.

c. Preparing summary of material testing reports.

d. Preparing summary of project change orders.

e. Preparing grant amendment requests and associated justification, if applicable.

f. Preparing final project reports including financial summary.

g. Obtaining release of liens from all contractors.

Special Services - The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the Consultant. These special services may vary greatly in scope, complexity, and timing and may involve several different disciplines and fields of expertise.

Consultants performing special services may be employed directly by the Airport to implement one or more phases of a project or may be employed by the principal Consultant via a subcontract agreement. In certain instances, these services may be performed by the principal Consultant. Some examples of special services that might be employed for airport projects include, but are not limited to:

- Soils investigations, including core sampling, laboratory testing, related analyses, and

reports.

- Detailed mill, shop, and /or laboratory inspections of materials and equipment.
- Land surveys and topographic maps.
- Field and/or construction surveys.
- Photogrammetry surveys.
- On site construction inspection and/or management involving the services of a full-time

resident engineer(s), inspector(s) or manager(s) during the construction or installation

phase of a project. (This differs from the periodic inspection responsibilities included as

part of the basic services.)

- Environmental studies and assessment reports for specific development projects.
- Expert witness testimony in litigation involving specific projects.
- Project feasibility studies.
- Public information and community involvement surveys, activities, and studies.
- Preparation of as-built plans and record drawings.
- Preparation of or updating the airport layout plan.
- Preparation of property maps.
- Preparation of Quality Control Plan.
- Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.

- Assist Sponsor in specifications for procurement purposes of airport equipment (i.e. snow

removal, airport rescue and fire righting, etc.), and in preparing all documents required

to procure such equipment.

- Assisting the sponsor in Federal, State and local grant administration an preparation of

necessary applications for grants.

- Construction management.
- Preparation of final report.

Planning Services - This category involves studies under the broad heading of airport system and master

planning and includes, without limitation, as follows:

- Study designs to establish the framework and detailed work program.
- Airport data collection and facility inventories.
- Aeronautical activity forecasts and demand/capacity.
- Facility requirements determination.
- Airport Layout and terminal area plans development.
- Environmental assessment studies/reports, airport noise compatibility plans (Part 150

studies), and other environmental related studies.

- Compatible land-use planning in the vicinity of airports.
- Airport development schedules and cost estimates.
- Airport financing planning.
- Participate in public information programs and/or public hearings relating to airport

development and planning projects.

Consultant Projects - Consultant shall complete the following project:

Terminal Expansion - expand and build a new passenger terminal to accommodate projected growth

Thank you,

Sebastian Gallegos

Project Manager 1

Santa Fe Regional Airport

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

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

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

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

The following are General Services:

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

General Services (continued):

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

General Services (continued):

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

The following are Professional Services:

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

Professional Services (Continued):

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

Professional Services (Continued):

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

The following are Construction Services:

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

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

City of Santa Fe

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

Memorandum

To: Finance Committee/ Governing Body

From: Kayla Conner, Business Operations Manager KC

CC: Eric Candelaria, ITT Director EC Eric Candelaria

Date: June 11, 2026

Re: Request for Salary Savings BAR in the amount of *$400,000.00*

ITEMS AND ISSUE: Finance/ITT Department requests the approval of Budget Amendment Resolution (BAR) in the amount of $400,000.00.

BACKGROUND AND SUMMARY: A BAR in the amount of $400,000.00 is requested by the Finance/ITT Department to transfer department salary savings into the ERP budget to support ongoing and future ERP initiatives focused on improving business processes, increasing operational efficiencies, enhancing system functionality, expanding reporting and data management capabilities, supporting system integrations and automation opportunities, and addressing other technology-related improvements that maximize the City's investment in the ERP platform. These efforts will help streamline operations, improve data accuracy and consistency, and support the continued modernization of City business processes and services. This request is to transfer funds from 6200241.500110 to 3253950.510310 in the total amount of $400,000.00**.**

BAR Request: (6200241.500110) $400,000.00 3253950.510310 $400,000.00

Total: $400,000.00

ACTION REQUESTED: Please approve BAR in the amount of $400,000.00 BUDGET: BAR request to reallocate funding as stated above.

City of Santa Fe, New Mexico

memo

DATE: June 4, 2026

TO: Andy Hopkins, Finance
Eric Candelaria, ITT Director EC
Eric Candelaria

FROM: Kayla Conner, Administrative Manager KC

SUMMARY: Request for BAR

BACKGROUND:

We were notified about our salary saving and requesting the approval of a BAR to move funds and utilize the funding as needed for end of fiscal year expenses.

6200241/500110 ($400,000.00)

3253950/510310 $400,000.00

Action: Approval of BAR

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

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

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

DEPARTMENT / DIVISION NAME	DATE
ITT DEPARTMENT / ADMIN DIVISION	6/4/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
ERP SALARY SAVINGS - salaries general	6200241	500110			(400,000)
Service Contracts	3253950	510310		400,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 400,000	$ 400,000)

REALOCATING OUR SALARY SAVINGS FOR END OF YEAR PURCHASES PER ERICS REQUEST

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

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

KAYLA M CONNER — 6/4/2026
Prepared By *{print name}* — Date

Kayla Conner — 06/04/2026
Division Director Signature *{optional}* — Date

Eric Candelaria (Jun 4, 2026 15:07:57 MDT) — 06/04/2026
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 6/5/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Rev. 3/26

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

Urban Alchemy
Attn: Dr. Lena Miller, CEO
PO Box 425509
San Francisco, CA 94142[RC1.1]

May 29, 2026

Re: Notice of Contract Termination for:

3250602 Urban Alchemy, Street Outreach Services Contract $7,948,133.59

Dear Dr. Miller:

This letter serves as formal written notice that the City is terminating the Urban Alchemy Street Outreach Services Agreement for convenience as authorized by Article 5 of the contract. The termination will be effective 30 days after this notice.

The City acknowledges and appreciates the vital work of Urban Alchemy, and their efforts to provide street outreach services to the community. Urban Alchemy's efforts toward engaging with unsheltered individuals and ensuring a space for people to go throughout the day in Santa Fe are deeply appreciated.

For questions regarding the contract termination, please contact Kristen Woods, Youth and Family Services Program Manager at krwoods@santafenm.gov or 505.955.6913.

Thank you for your work.

Sincerely,

BRIAN MOYA 06/18/2026

Chief Brian Moya

Interim City Manager

UA Termination Letter_KW 6.18

Final Audit Report 2026-06-18

Created:	2026-06-18
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGbeKbudGlaJpR5kxDyaDrwYsou2QZ8V
Documents:	UA Termination Letter_KW 6.18.pdf (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"UA Termination Letter_KW 6.18" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2026-06-18 - 9:20:01 PM GMT- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2026-06-18 - 9:21:27 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-06-18 - 9:58:35 PM GMT- IP address: 174.205.160.12

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-06-18 - 9:58:58 PM GMT - Time Source: server- IP address: 174.205.160.12 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.
2026-06-18 - 9:58:58 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: June 18, 2026

TO: Chief Brian Moya, Interim City Manager BRIAN MOYA

VIA: Sandra Emory, Community Services Director Sandra Emory

Lia Azul Salaverry, Youth and Family Services Director Lia Salaverry

FROM: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (Jun 18, 2026 15:40:06 MDT)

SUBJECT: Request for item to be added to the June 24th Governing Body to the Discussion/Action Items

ITEM AND ISSUE:

Request for Approval of Termination of Professional Services Contract Item # 25-0216 with Urban Alchemy in the Total Amount of $7,948,133.59, to Provide Street Outreach for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

BACKGROUND AND SUMMARY:

Over the past 10 years, the City of Santa Fe has experienced the increased challenge of managing the consequences of homelessness, particularly along the Cerrillos Road corridor and downtown, which has strained emergency services and neighborhood relations. Recognizing this issue, the City developed and implemented an Emergency Action Plan in October 2024 with direct efforts toward better managing the situation. Among these plans was the effort to increase on-ground outreach and engagement activities to deliver needed services focused on these zones of high homeless and unsheltered activities. Contracts were initiated in 2025 to establish professional services with the organization Urban Alchemy. Contract 3250602 was established for conducting professional outreach services to homeless populations including establishing and operating an outdoor safe space, “the Oasis,” to reduce homeless street occupancy in the immediate area of the shelter at 2801 Cerillos Rd and downtown. The contract was established for $7,948,133.59 across 4 years. The City is terminating the Urban Alchemy Street Outreach Services Agreement for convenience as authorized by Article 5 of the contract. The termination will be effective 30 days after notice.

ACTION REQUESTED:

Requesting approval to add the contract to the Governing Body agenda in order to terminate the service contract expeditiously with minimal disruption in services to the community’s indigent population.

Memo GB -approval UA Termination

Final Audit Report 2026-06-18

Created:	2026-06-18
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwL4LbgZg--FIcakqiyV1P8j-CLC-shGY
Documents:	Memo GB -approval UA Termination.pdf (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"Memo GB -approval UA Termination" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2026-06-18 - 9:24:30 PM GMT- IP address: 63.232.20.2

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2026-06-18 - 9:25:31 PM GMT

Email viewed by KRISTEN WOODS (krwoods@santafenm.gov)
2026-06-18 - 9:39:54 PM GMT- IP address: 174.218.18.230

Document e-signed by KRISTEN WOODS (krwoods@santafenm.gov)
Signature Date: 2026-06-18 - 9:40:06 PM GMT - Time Source: server- IP address: 174.218.18.230 - Signature Appearance Selected: MOBILE_DRAW

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2026-06-18 - 9:40:08 PM GMT

Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-06-18 - 9:54:46 PM GMT- IP address: 63.232.20.2

Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)
Signature Date: 2026-06-18 - 9:55:04 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-06-18 - 9:55:07 PM GMT

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2026-06-18 - 9:55:19 PM GMT- IP address: 104.47.65.254

Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-06-18 - 9:55:30 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-06-18 - 9:55:32 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-06-18 - 9:59:04 PM GMT- IP address: 174.205.160.12

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

Signature Date: 2026-06-18 - 9:59:17 PM GMT - Time Source: server- IP address: 174.205.160.12 - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.

2026-06-18 - 9:59:17 PM GMT

Date: June 14, 2026

To: Governing Body

From: Bill Schneider, Water Resources Manager WHS

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach

Jonathan Montoya, Interim Water Division Director JONATHAN MONTOYA

Marcos Martinez, City Attorney Marcos Martinez

RE: Request for Ratification of $11,027,934 in Federal Financial Assistance from U.S. Department of Interior to City of Santa Fe

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EXECUTIVE SUMMARY:

The City has received a notice of award in the amount of $11,027,934 in Federal Financial Assistance from U.S. Department of Interior (DOI) in support of the engineering design, permitting, and construction of the San Juan Chama Return Flow Project (SJC Return Project), authorized by the United States Congress under the Title XVI Program. This program funds feasibility studies and infrastructure for securing sustainable, drought-resistant water supplies (https://www.usbr.gov/watersmart/title/titlexvi.html). This award will greatly assist the City in the design and construction of the project. City Water Division is seeking ratification of the executed agreement with DOI.

BACKGROUND:

Resolution 2019-56 resolves "*the City to maximize the City's allocation of San Juan Chama Project water by implementing the design and construction of a return flow pipeline including acquiring the necessary state and federal permits*". The City Water Division anticipates completing the necessary permitting and engineering design requirements and hopefully receiving a Finding of No Significant Impact (FONSI) through the Federal environmental permitting process and permits to proceed with construction from Bureau of Land Management (BLM) and US Forest Service (USFS) as soon as December 2026.

REQUEST:

Approval and Ratification of the Award.

ATTACHMENTS:

Memo Attachment - Resolution No. 2019-56
Notice of Award – DOI Federal Financial Assistance Award

Signature: JONATHAN MONTOYA
JONATHAN MONTOYA (Jun 17, 2026 15:24:27 MDT)

Email: jmmontoya@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Marcos Martinez
Marcos Martinez (Jun 18, 2026 09:43:48 MDT)

Email: mdmartinez@santafenm.gov

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
05/28/2026

1a. SUPERSEDES AWARD NOTICE dated 09/22/2022
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.504 - Title XVI Water Reclamation and Reuse

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. R22AP00630-01
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN R22AP00630

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD *MM/DD/YYYY*
From 09/22/2022 **Through** *MM/DD/YYYY* 12/31/2028

7. BUDGET PERIOD *MM/DD/YYYY*
From 09/22/2022 **Through** *MM/DD/YYYY* 12/31/2028

AUTHORIZATION (Legislation/Regulations)

Coordinated Operations Agreement, Suisan Marsh Preservation Agreement; and Small Reclamation Project Act Amendments (Act of

8. TITLE OF PROJECT (OR PROGRAM)
City of Santa Fe Pipeline Project

9a. GRANTEE NAME AND ADDRESS
CITY OF SANTA FE
801 W San Mateo Rd
Santa Fe, NM, 87505-3923

9b. GRANTEE PROJECT DIRECTOR
Mr. William H Schneider
801 W. San Mateo Rd
Santa Fe, NM, 87505-3923
Phone: 5059554203

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. William H Schneider
P.O. Box 909
Santa Fe, NM, 87504-0909
Phone: 5059554203

10b. FEDERAL PROJECT OFFICER
Ms. Karen Shubert
Bureau of Reclamation
125 South State Street
Salt Lake City, UT, 84138
Phone: 8015243663

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	785,473.00
b. Fringe Benefits	$	333,417.00
c. Total Personnel Costs	$	1,118,890.00
d. Equipment	$	0.00
e. Supplies	$	0.00
f. Travel	$	0.00
g. Construction	$	52,644,750.00
h. Other	$	0.00
i. Contractual	$	8,199,899.00
j. TOTAL DIRECT COSTS	$	61,963,539.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	61,963,539.00
m. Federal Share	$	11,027,934.00
n. Non-Federal Share	$	50,935,605.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	11,027,934.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	5,750,000.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	5,277,934.00
13. Total Federal Funds Awarded to Date for Project Period	$	11,027,934.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (●) Yes ( ) No)
See Attached

GRANTS MANAGEMENT OFFICIAL:
Karen Shubert, Grants Management Specialist
Bureau of Reclamation
125 South State Street
Salt Lake City, UT, 84138
Phone: 8015243663

17. VENDOR CODE 0070127636 **18a. UEI** QLN2YKMMJ8X6 **18b. DUNS** 069420818 **19. CONG. DIST.** 03

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
3	0051027891-00010	$0.00	09/22/2022	12/31/2028	0680	SF Pipeline
4	0054014610-00010	$5,277,934.00	04/30/2026	12/31/2028	0680	Santa Fe Pipeline

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	02/05/2026
10/01/2025	03/31/2026	Semi-Annual	06/13/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Semi-Annual	10/30/2027
10/01/2027	03/31/2028	Semi-Annual	04/30/2028
04/01/2028	09/30/2028	Semi-Annual	10/30/2028
09/22/2022	12/31/2028	Project Final	04/30/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Semi-Annual	10/30/2027
10/01/2027	03/31/2028	Semi-Annual	04/30/2028
04/01/2028	09/30/2028	Semi-Annual	10/30/2028
09/22/2022	12/31/2028	Project Final	04/30/2029

AWARD ATTACHMENTS

CITY OF SANTA FE R22AP00630-01

1. Amendment

— BUREAU OF —
RECLAMATION

Amendment to Federal Financial Assistance Terms and Conditions of Award

1. Purpose of this Amendment

The purpose of this amendment is to increase the budget, obligate additional funds and extend the period of performance. This application was competitively selected through Notice of Funding Opportunity No. R23AS00464 and is incorporated into this agreement.

The City of Santa Fe and U.S. Bureau of Reclamation (USBR) partnered in 2017 to complete the Santa Fe Water Reuse Feasibility Study, which identified the San Juan-Chama Return Flow Pipeline Project as the most effective way to maximize reuse of treated effluent. This amendment will support continued funding during the extended project period. The goal of the City's Project is to create a more sustainable water source through indirect potable reuse via return flow credits.

All other terms and conditions remain unchanged.

2. Adjustment of Project Plan or Milestones

The following sentence in Section 5 of the Agreement shall be adjusted as follows:

> Initial reuse flows shall provide 3,138 AFY of new water supply, growing to over ~~8,500~~ 10,503 AFY over time.

The project milestones will be adjusted as follows:

Milestone/Task/Activity	Planned Start Date	Planned Completion Date
Environmental Compliance	March 2021	July 2026
Design & Permitting	March 2021	July 2026
City RFP for Construction	July 2026	August 2026
Construction	August 2026	December 2028

Add the following term to the end of Section II of the agreement:

3. Wage Rate Requirements

> Section 41101 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58 at https://uscode.house.gov/statutes/pl/117/58.pdf, requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under BIL shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act.

4. Adjustment of Available Funding

As a result of this amendment, the total amount of Federal funding obligated for this Agreement is increased by $5,277,934.00, from $5,750,000.00 to $11,027,935.00.

5. Adjustment of Approved Budget

As a result of this amendment, the total estimated amount of the Agreement is increased by $21,111,734.00, from $40,851,805.00 to $61,963,539.00.

6. Period of Performance

As a result of this amendment, the period of performance is changed from 9/22/2022 through 12/31/2026 to 9/22/2022 through 12/31/2028.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2019-56

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Peter N. Ives

Councilor Christopher M. Rivera

A RESOLUTION

DIRECTING STAFF TO DEVELOP A FORTY-YEAR WATER PLAN AND A LONGER RANGE, EIGHTY-YEAR PLAN TO EVALUATE THE CITY'S WATER DEMAND AND SUPPLIES, INCLUDING AN EVALUATION OF OPERATIONAL SCENARIOS TO MAXIMIZE THE CITY'S EXISTING WATER SUPPLIES AND IMPLEMENTATION OF CERTAIN STRATEGIES.

WHEREAS, the City of Santa Fe has four primary sources for its municipal water supply, including surface water from the Santa Fe River watershed (McClure and Nichols reservoirs), imported San Juan-Chama Project surface water from the Colorado River Basin (Buckman Direct Diversion or BDD), the City Well Field, and the Buckman Well Field; and

WHEREAS, the City's water sources are vulnerable to natural conditions that could limit their availability, including climate change, drought, reduced recharge, water quality, and wildfire; and

WHEREAS, maintaining the status quo could lead to major water shortages by 2055, because of climate change and increasing populations, according to the U.S. Bureau of

Reclamation's 2015 Santa Fe Basin Study; and

WHEREAS, the 2015 Santa Fe Basin Study predicts that the City of Santa Fe and Santa Fe County could experience a shortfall in their municipal water supply of over 9,000 acre-feet per year by 2055; and

WHEREAS, acquiring additional water rights and water supplies would be very expensive, costing hundreds of millions of dollars, and would have other adverse consequences; and

WHEREAS, the City is a national leader and has done an excellent job of promoting conservation of water as a way of maximizing its existing water supply; and

WHEREAS, the City's ongoing commitment to water conservation is only one of the necessary steps to water sustainability and resiliency; and

WHEREAS, the City must plan for and make smart decisions to ensure reliable water in the future; and

WHEREAS, prudent municipal water supply planning requires the City to identify and pursue ways to maximize its current water supply for both the present and the future, create operational flexibility, and provide system resiliency; and

WHEREAS, it would also be prudent for the City to develop a forty-year water plan to evaluate the City's water demand and supplies under various scenarios; and

WHEREAS, the City should also employ climate change models to plan for the next eighty years and to implement strategies and projects that will put to beneficial use the City's existing water supplies; and

WHEREAS, opportunities may exist to work with other local water providers on a regional water supply plan that would coordinate resources; and

WHEREAS, the City and the U.S. Bureau of Reclamation have completed a Santa Fe Water Reuse Feasibility Study in 2016 that demonstrates that the City's reclaimed water

is a vastly under-utilized resource, evaluates water reuse alternatives, and prioritizes improvements; and

WHEREAS, the City has conducted extensive public outreach to discuss City strategies to maximize its existing water supplies; and

WHEREAS, the City recently had a short-term water quality exceedance at the Paseo Real Water Reclamation Facility that required the use of potable water for irrigation, an incident that could have been avoided had a return flow pipeline and associated storage facilities been constructed and operational.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall work with the City Attorney, Public Utilities Director, and their respective staffs to develop and propose a forty-year water plan and a longer range, eighty-year water plan to evaluate the City's water demand and supplies, including implementation of operational scenarios to maximize the City's existing water supplies.

BE IT FURTHER RESOLVED that public outreach and community input be an important part of shaping these plans and policies for water supply management as well as planning for reliable water future especially in the face of climate change.

BE IT FURTHER RESOLVED that these plans reflect the City's shared values weighing costs and benefits and in addition supporting resiliency, flexibility, and collaboration while also being ecologically, environmentally and culturally sensitive.

BE IT FURTHER RESOLVED that the City evaluate potential strategies to use with other local water providers for a regional water plan that would maximize resources.

BE IT FURTHER RESOLVED that the City maximize the City's allocation of San Juan Chama water by implementing the design and construction of a return flow pipeline including acquiring the necessary state and federal permits, while evaluating other feasible

options for water reuse.

BE IT FURTHER RESOLVED that the concerns of downstream users and the environmental community continue to be discussed and addressed as the work continues in the design and permitting stage of this project.

PASSED, APPROVED, and ADOPTED this 11th day of December, 2019.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2019/Resolutions/2019-56 Water 2100 Planning

To: Finance Committee and Governing Body

From: Christina Browning, Project Administrator CB

CC: Faviola Chavez, Affordable Housing Director

Date: June 18, 2026

Re: Affordable Housing Trust Fund Budget Adjustment Request (BAR)

Item and Issue:

Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $7,641,910 from the Community Development Fund to the Affordable Housing Trust Fund (AHTF)

Prior to Fiscal Year 2025, the AHTF was grouped with several unrelated activities in the Community Development Fund, which made accounting for fund balances and other types of analyses extremely difficult. The AHTF was established as a separate fund in Fiscal Year 2026 to separate AHTF activities from the Community Development Block Grant and other activities to provide improved accounting and financial tracking. To properly align funding with the newly established fund structure, it is necessary to transfer the existing revenues and expenditures from the Community Development Fund to the AHTF.

The proposed transfer of **$**7,641,910 will result in a net-zero fiscal impact, as funds will be reallocated between existing funds without increasing or decreasing overall available funding.

Requested Action:
Approve the Budget Adjustment Request (BAR) transferring $7,641,910 from the Community Development Fund to the Affordable Housing Trust Fund (AHTF) to properly allocate existing revenues and expenditures within the appropriate fund and support accurate accounting and financial tracking

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

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

DEPARTMENT / DIVISION NAME	DATE
Affordable Housing Trust Fund	3/23/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Grants and Services	2400223	510400			(5,820,059)
Subsidy Payments	2400223	510500			(5,490,888)
Grants and Services	2420223	510400		5,820,059	
Subsidy Payments	2420223	510500		5,490,888	
Operating Transfer to 240	1002750	750240			(6,070,059)
Operating Transfer to 242	1002750	750242		6,070,059	
REVENUES				{enter as negative #}	{enter as positive #}
Payment in Lieu-Alternate	2420223	430253		(600,000)	
Infrastructure Loan Payment	2420223	430254		(277,540)	
Sales of Land	2420223	470500		(275,000)	
Interest on Investments	2420223	480020		(516,497)	
NM Dept of Fin and Admin	2420223	490210		(2,000,000)	
Opeating Transfer In From 100	2420223	650100		(6,070,059)	
Payment in Lieu-Alternate	2400223	430253			600,000
Infrastructure Loan Payment	2400223	430254			277,540
Sales of Land	2400223	470500			275,000
Interest on Investments	2400223	480020			516,497
NM Dept of Fin and Admin	2400223	490210			2,000,000
Opeating Transfer In From 100	2400223	650100			6,070,059
				$ 7,641,910	$ (7,641,910)

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

Move Affordable Housing Trust Fund (AHTF) budget from old Org 2400223 to new Org 2420223.

Net change is zero; this BAR reclassifies budget to the new org.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
240	1,571,851
242	(1,571,851)
TOTAL:	**0**

Roberta Catanach Roberta Catanach 3/23/2026
Prepared By {print name} Date

Faviola Chavez Faviola Chavez Mar 23, 2026
Division Director Signature {optional} Date

Andrea Phillips ANDREA PHILLIPS (Mar 24, 2026 11:42:33 MDT) Mar 24, 2026
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Andy Hopkins Mar 24, 2026
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Signature: CHRISTINA BROWNING

Email: cxbrowning@santafenm.gov

2026 City of Santa Fe - AHTF BAR Packet

Final Audit Report 2026-06-18

Created:	2026-06-18
By:	ERMINIA TAPIA (emtapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2lZh8JrlG8xsVOY3UswS_SAUGLW9lIqQ
Documents:	2026 City of Santa Fe - AHTF BAR Packet.pdf (2 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"2026 City of Santa Fe - AHTF BAR Packet" History

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DATE: June 8, 2026

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

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Andrea Phillips, Acting Finance Director AKP

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending March 31, 2026 (Third Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and

City Council

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

$60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $13,059,696 and a net increase to the overall revenue budget of $6,756,595. The resulting net expenditure increase of $6,303,101 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND REQUESTING THAT THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2(H), provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project

Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("SWMA") requires that the SWMA recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and SWMA have approved Second Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed Third Quarter Budget amendments; and

WHEREAS, a Third Quarter Review of the Fiscal Year 2026 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the SWMA's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the SWMA's Board.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Third Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTINEZ, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

EXHIBIT A

CITY OF SANTA FE

3rd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2025/26 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - THIRD QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers *[CC apvd. 1/28/26, #9-h, -k]*	$ 1,280,670	$ 158,624	(1,122,046)
100	General Fund	Appropriation from existing balance to fund professional consulting for the Ambulance Supplemental Payment program *[CC apvd. 3/11/26, #9-j]*	450,000	-	(450,000)
100	General Fund	Allocation for the MOA between NM Healthcare Authority and the City to cover the Ambulance Supplemental Payment Program cost report *[CC apvd. 3/11/26, #9-f]*	199,137	199,137	-
100	General Fund	Re-appropriation of one-time funding for Public Works Administration professional contracts for capital program management *[CC apvd. 1/29-26, #9-w]*	137,416	-	(137,416)
213	Lodgers' Tax Fund	Appropriation from available balance to cover costs associated with golf course start-up *[CC apvd. 2/11/26, #9-i]*	-	1,060,091	1,060,091
212	Economic Development	Re-appropriation from unspent FY25 funding for ongoing Community Development programs *[CC apvd. 2/25/26, #9-g]*	210,567	-	(210,567)
223	Law Enforcement	Appropriation of NM DFA Law Enforcement Recruitment Fund grant for retention differential disbursements *[CC apvd. 3/25/26, #10-c]*	104,784	104,784	-
223	Law Enforcement	Appropriation of NM DFA Law Enforcement Recruitment Fund grant for Crime Scene Unit positions *[CC apvd. 2/11/26, #9-L]*	93,750	93,750	-
223	Law Enforcement	Appropriation of NM DOT grant for Police overtime associated with the ENDWI, Buckle Up/Click It or Ticket and Selective Traffic Enforcement Programs *[CC apvd. 1/28/26, #9-dd]*	87,349	87,349	-
231	City Drainage Fund	Appropriation of Clean Water State Revolving Fund loan for erosion control and bank repair projects *[CC apvd. 2/25/26, #9-o]*	643,159	643,159	-
232	Impact Fees Fund	Allocation of road impact fees for the construction of the Agua Fria/Cottonwood Roundabout CIP project *[CC apvd. 2/25/26, #9-e]*	600,000	-	(600,000)
240	Community Development	Appropriation from NM DFA grant to plan, design, construct, purchase, and equip permanent and transitional housing *[CC apvd. 1/29/26, #9-ee]*	702,900	702,900	-
255	Quality of Life Fund	Appropriation of NM DOT grant award for litter control via the Que Linda Beautification program *[CC apvd. 1/28/26, #10-c]*	90,000	90,000	-
325	CIP Special Projects	Correction to prior allocation of funding for the ongoing ERP system upgrade project *[CC apvd. 3/11/26, #9-d, -e]*	649,869	241,200	(408,669)
325	CIP Special Projects	Appropriation from prior year one-time funding for the purchase of OpenGov software for the Planning and Land Use Department *[CC apvd. 2/25/26, #9-h]*	80,000	80,000	-
330	CIP Streets & Roadways	Allocation of road impact fees for the construction of the Agua Fria/Cottonwood Roundabout CIP project *[CC apvd. 2/25/26, #9-e]*	600,000	600,000	-
330	CIP Streets & Roadways	Appropriation of DFA grant to fund Cerro Gordo bridge engineering and repair *[CC apvd. 2/25/26, #9-j]*	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project *[CC apvd. 1/28/26, #9-y]*	300,000	300,000	-
345	CIP Community Development	Appropriation from NM Aging and Long-term services grant award for the purchases of meals and equipment for the Mary Esther Gonzales Senior Center *[CC apvd. 1/28/26, #9-ff, -gg]*	301,435	301,435	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby pedestrian bridge replacement *[CC apvd. 2/11/26, #9-g]*	260,000	260,000	-
365	½% GRT Income Fund	Appropriation from available balance to fund emergency repairs to Corte de Princesa *[CC apvd. 2/25/26, #9-f]*	360,000	-	(360,000)
500	Waste Water Management	Appropriation from available balance for the purchase of chemical aids used at the Paseo Real Wastewater Treatment facility *[CC appvd. 1/28/26, #9-d]*	1,000,000	-	(1,000,000)
500	Waste Water Management	Appropriation from available balance to fund professional contracts *[CC apvd. 2/11/26, #9-f]*	771,320	-	(771,320)
500	Waste Water Management	Appropriation from NM Environment Dept grant to fund the Paseo Real Wastewater Treatment Facility improvement project *[CC apvd. 1/28/26, #9-bb]*	99,000	99,000	-
505	Water Management	Appropriation to fund Nichols Dam Outlet Works Rehabilitation Project *[CC apvd. 2/25/26, #9-k]*	997,850	997,850	-
505	Water Management	Appropriation from available balance to fund remodel of the Old Teen center to house the new Conservation and Sustainability Division *[CC apvd. 1/8/26, #9-c]*	525,386	-	(525,386)
530	Municipal Recreation Complex	Appropriation from available balance to cover costs associated with golf course start-up *[CC apvd. 2/11/26, #9-i]*	1,060,091	-	(1,060,091)
540	Transit Bus System	Amendment of NMDOT grant funds for paratransit operating assistance and preventive maintenance *[CC apvd. 1/28/26, #9-cc]*	40,000	20,000	(20,000)
545	Airport	Appropriation of NM DOT grant amendment for the reconstruction of the terminal apron *[CC apvd. 3/25/26, #10-b]*	67,431	61,933	(5,498)
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 12,012,114***	***$ 6,401,212***	***$ (5,610,902)***

CITY OF SANTA FE

3rd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [B]

AMENDMENTS TO FY 2025/26 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A), (B) AND (G)

CITY OF SANTA FE - THIRD QUARTER FY 2025/2026

SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from General Fund expenditure savings to cover advanced contractual GIS support	$ 200	$ -	$ (200)
213	Lodgers' Tax Fund	Appropriation from available balance to fund purchase of drone for July 4th celebration	60,000	-	(60,000)
213	Lodgers' Tax Fund	Re-appropriation of excess reimbursements from various NM cities' registration fees for the Travel & Adventure Consumer show paid by TOURISM upfront	26,962	26,962	-
221	Emergency Services	Appropriation from General Fund expenditure savings to cover advanced contractual GIS support	20,273	20,273	-
231	City Drainage Fund	Re-allocation of prior FY captial funds to continue capital projects	35,658	-	(35,658)
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant to provide accessible restrooms for homeless encampments	162,600	-	(162,600)
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for various Economic Development projects	36,175	-	(36,175)
241	Senior Citizen Grants/Programs	Appropriation of NM Agency on Aging grant and US DOH grant funding to support Senior volunteer programs	(64,935)	(59,269)	5,666
251	Library Fund	Appropriation from NM State Library state grants in aid to support operational expenditures fo library services	20,000	20,000	-
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for improvements to various City facilities	3,000	3,000	-
365	½% GRT Income Fund	Re-allocation of prior FY captial funds to continue capital projects	(35,658)	-	35,658
505	Water Management	Appropriation from available balance to cover increased overtime salary costs	50,000	-	(50,000)
505	Water Management	Appropriation from available balance to increase the vacant Engineering position salary to improve recruitment efforts	19,459	-	(19,459)
505	Water Management	Adjustment of ITT internal service charges to Water Division for hardware purchases	16,900	-	(16,900)
505	Water Management	Appropriation from available salary savings balance to re-fund the vacant engineer positoin	8,003	-	(8,003)
525	Midtown Property	Re-appropriation of unspent prior year NM DFA grant award for WIP design	51,693	68,768	17,075
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for ongoing GCCC facility CIP projects	15,829	-	(15,829)
605	Santa Fe Health/Dental Fund	Appropriation to support Drug and Alcohol program administration	8,542	8,542	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	16,900	16,900	-
620	Services to Other Departments	Adjustment of ITT internal service charges to MRC for computer hardware purchases	4,141	4,141	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchases	3,600	3,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for a cell phone purchase	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for a cell phone purchase	1,200	1,200	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
620	Services to Other Departments	Adjustment of ITT internal service charges to Genoveva Chavez Community Center for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 464,142***	***$ 117,717***	***$ (346,425)***

CITY OF SANTA FE

3rd QUARTER FY 2025/26

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2025/26 BUDGET

CITY OF SANTA FE - THIRD QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
810	SF Solid Waste Mgmt Agency	Appropriation from available balance forvehicle purchases for BuRRT	$ 131,319	$ 131,319	$ -
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Capital Outlay to purchase two maintenance trucks	106,347	106,347	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Operating Supplies to fund purchase of tarps and associated cables	65,200	-	(65,200)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Engineering Services to fund support for the main water line extention to the Caja del Rio Landfill	42,908	-	(42,908)
811	SWMA Equip Replacement Fund	Appropriation from available balance forvehicle purchases for BuRRT	131,319	-	(131,319)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Capital Outlay to purchase two maintenance trucks	106,347	-	(106,347)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 583,440***	***$ 237,666***	***$ (345,774)***

CITY OF SANTA FE

3rd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - THIRD QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 2,067,423	$ 357,761	$ (1,709,662)
212	Economic Development	210,567	-	(210,567)
213	Lodgers' Tax Fund	86,962	1,087,053	1,000,091
221	Emergency Services	20,273	20,273	-
223	Law Enforcement	285,883	285,883	-
231	City Drainage Fund	678,817	643,159	(35,658)
232	Impact Fees Fund	600,000	-	(600,000)
240	Community Development	901,675	702,900	(198,775)
241	Senior Citizen Grants/Programs	(64,935)	(59,269)	5,666
251	Library Fund	20,000	20,000	-
255	Quality of Life Fund	90,000	90,000	-
320	CIP Facilities	3,000	3,000	-
325	CIP Special Projects	729,869	321,200	(408,669)
330	CIP Streets & Roadways	1,200,000	1,200,000	-
345	CIP Community Development	301,435	301,435	-
355	CIP Parks and Trails	260,000	260,000	-
365	½% GRT Income Fund	324,342	-	(324,342)
500	Waste Water Management	1,870,320	99,000	(1,771,320)
505	Water Management	1,617,598	997,850	(619,748)
525	Midtown Property	51,693	68,768	17,075
530	Municipal Recreation Complex	1,060,091	-	(1,060,091)
540	Transit Bus System	40,000	20,000	(20,000)
545	Airport	67,431	61,933	(5,498)
550	Genoveva Chavez Community Ctr	15,829	-	(15,829)
605	Santa Fe Health/Dental Fund	8,542	8,542	-
620	Services to Other Departments	29,441	29,441	-
810	SF Solid Waste Mgmt Agency	345,774	237,666	(108,108)
811	SWMA Equip Replacement Fund	237,666	-	(237,666)
QUARTERLY TOTAL - ALL FUNDS		***$ 13,059,696***	***$ 6,756,595***	***$ (6,303,101)***

FIR No. TBD

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ___X_____

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez ____ Date: 2/26/2026___ Phone: (505) 629-3063_____

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jun 12, 2026 09:47:58 MDT) Date: Jun 12, 2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 10, 2026 12:11:35 MDT) Date: Jun 10, 2026

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve Second Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

Date: June 15, 2026

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

From: Barbara Lopez, Public Works Project Manager

Via: Melissa McDonald, Parks Open Space Division Director

Sam Burnett, Public Works Director

RE: Updating Closure Rules on Plaza for Vehicular Traffic

EXECUTIVE SUMMARY:

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets surrounding Plaza Park annually from Memorial Day to October 31st or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park. Specifically, the resolution directs the City Manager to effectuate the following actions:

1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open during the designated cruise nights.

BACKGROUND:

Resolution No. 2014-49 notes that as a result of a 2003 safety recommendation from the "Plaza Task Force," that "Palace Avenue in front of the Palace of the Governors was closed to vehicular traffic with the exception of loading and unloading and emergency vehicle access," and the resolution goes on to authorize a "[c]ontinuation of the closure of Palace Avenue." Lincoln Avenue has not been reopened to vehicles after the summer closure for multiple years.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Patricia Feghali

Councilor Alma Castro

A RESOLUTION

AMENDING RESOLUTION NOS. 2014-49 AND 2016-80 TO CLOSE THE STREETS SURROUNDING PLAZA PARK ANNUALLY FROM MEMORIAL DAY TO OCTOBER 31ST OR LATER AND TO CLOSE LINCOLN AVENUE AND PALACE AVENUE, NEXT TO PLAZA PARK, PERMANENTLY.

WHEREAS, the Santa Fe Plaza ("Plaza") has been the commercial, social, and political center of Santa Fe since 1610; and

WHEREAS, the Plaza is a destination for many visitors interested in Santa Fe history and culture; and

WHEREAS, SFCC 1987, Section 23-5 regulates the use of the Plaza, Plaza Park and Plaza periphery; and

WHEREAS, SFCC 1987, Section 23-5.1 (S), (T), and (W) defines the Plaza and the Plaza Park area as follows:

Plaza means that inclusive area bounded on the north by the north curbline of Palace Avenue running in front of the Palace of the Governors, and on all other sides by the facades of the buildings, excluding portals, or property lines lying to the east, south and

west of the Plaza Park as outlined in the map prepared by the city, labeled "Plaza Park Map."

Plaza Park means that inclusive area bounded by the inside back of the curb surrounding the Plaza as outlined in the map prepared by the city, labeled "Plaza Park Map."

WHEREAS, the Plaza belongs to all of Santa Fe and is home to many annual events that draw residents and visitors to the Plaza and creates social connections, economic development, and funding for community non-profits, including but not limited to the eight major events authorized by SFCC 1987, Section 23-5.2(A)(1)(a-h); and

WHEREAS, many cities are reducing vehicular traffic as a way to preserve and protect historic areas as well as enhance pedestrian safety; and

WHEREAS, the City has limited vehicular access to the streets around the Plaza Park over the years by closing Palace Avenue, Lincoln Avenue, and Old Santa Fe trail for various reasons and as described in Resolution Nos. 2014-49, 2014-75, and 2016-80; and

WHEREAS, the City already often closes San Francisco Street during the summer months due to events, and closing San Francisco Street seasonally would lead to more predictability for drivers and pedestrians; and

WHEREAS, specifically, Resolution No. 2014-49 notes that as a result of a 2003 safety recommendation from the "Plaza Task Force," that "Palace Avenue in front of the Palace of the Governors was closed to vehicular traffic with the exception of loading and unloading and emergency vehicle access", and then the resolution goes on to authorize a "[c]ontinuation of the closure of Palace Avenue"; and

WHEREAS, Resolution No. 2016-80 amended Resolution No. 2014-75 to extend the established time period for vehicular traffic restriction around Plaza Park on Lincoln Avenue and Old Santa Fe Trail to Memorial Day through October 31 "or such later date determined by the

city manager…; and

WHEREAS, Lincoln Avenue has not reopened to vehicles after the summer closure for several years, to the benefit of pedestrians and visitors to the Plaza; and

WHEREAS, Resolution No. 2020-24 established a framework for evaluating the temporary closure of streets to vehicular traffic during the 2020 COVID-19 pandemic, which only applied to the year 2020 and is no longer relevant; and

WHEREAS, in an effort to create continued enhancement of pedestrian safety and enjoyment of the Plaza area, the Governing Body wishes to further reduce vehicular traffic on the plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the streets around Plaza Park shall be closed to vehicular traffic, except for bicycles and other human-powered, non-electric devices, from Memorial Day to October 31 or such later date determined by the city manager, annually.

BE IT FURTHER RESOLVED that the City Manager shall direct appropriate staff to take the appropriate steps to effectuate the following actions:

1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicular traffic permanently; and
3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue

exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and

5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Seasonally Closing the Plaza to Vehicular Traffic

FIR No. 1064.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Updating Closure Rules on Plaza for Vehicular Traffic

Sponsor(s): Councilor Patricia Feghali

Reviewing Department(s): Public Works Department, City Attorney's Office

Staff Completing FIR: Barbara Lopez, Public Works Project Manager **Date:** 6/15/2026

Phone: (505) 955-2110

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT) **Date:** 06/18/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jun 18, 2026 14:59:40 MDT) **Date:** 06/18/2026

Summary:

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets to vehicular traffic surrounding Plaza Park annually from Memorial Day to October 31st or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park to vehicular traffic. Specifically, the resolution directs the City Manager to effectuate the following actions:

1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

Departments Affected:

Public Works Department, Parks and Open Space Department, Santa Fe Police Department, Parking Division, and Santa Fe Fire Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the requirements contained in Resolution Nos. 2014-49 and 2016-80 would not be updated, and would remain status quo. Additionally, Palace Avenue and Lincoln Avenue, along Plaza Park, would not be close permanently to vehicles.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution is related to Resolution Nos. 2014-49, 2014-75, 2016-80

Performance and Administrative Implications:
The Santa Fe Police Department would need to deliver and place Meridian Barriers at San Francisco Street at Don Gaspar Avenue and San Fransico Street at Old Santa Fe Trail. Parks and Open Space maintenance staff would need to place regulatory signage to notify motorists of the vehicular restrictions associated with the Plaza closure.

Fiscal Implications:
Implementation of the closure of the Plaza to vehicular traffic would require the installation of traffic control measures and regulatory signage to ensure public safety, preserve pedestrian access, and maintain orderly use of the Plaza area. To effectively restrict vehicle access, Meridian Barriers would need to be installed at San Francisco Street at Don Gaspar Avenue and San Francisco Street at Old Santa Fe Trail. The Meridian Barriers would be delivered and installed by the Santa Fe Police Department at a cost of $4,896, which would cover the labor of six officers for the installation. Permanent traffic signs would also need to be installed at all entrances to Palace Avenue between Lincoln Avenue and Washington Avenue to notify motorists of the vehicular restrictions. Additional signage would need to be installed to indicate prohibited commercial walking tours, bicycle tours, and pedicab operations within the designated loading and unloading zone. The cost of the regulatory and prohibitory signs would be $200, and the cost for parks and open space maintenance staff to install would be $200.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2027	FYE 2028	FYE 2029	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 5096	$ 5096	$ 5096	No	Reoccurring		
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$ 200	$ 200	$ 200				$ 600
Total:	$ 5296	$ 5296	$ 5296				$ 15888

Expenditure Narrative:

The estimated one-time implementation cost associated with the permanent Plaza closure is **$5,296 per year**. These expenditures would be absorbed by existing City of Santa Fe departmental budgets unless otherwise appropriated by the Governing Body. The proposed traffic control and signage measures are intended to improve pedestrian safety, reduce operational conflicts, protect emergency access routes, and support the long-term management of the Plaza as a pedestrian-focused public space.

Revenue

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

Revenue Narrative:

Signature:

Email: bvlopez@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: mamcdonald@santafenm.gov

Date: June 3, 2026

To: Governing Body and Public Works and Utilities Committee

From: Alan Hook, Water Resources Coordinator AGH

Via: Jesse Roach, Interim Public Utilities Director JM
JM

Jonathan Montoya, Interim Water Division Director JM
JM

RE: Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

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EXECUTIVE SUMMARY:

The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe municipal watershed. Fishing would remain generally prohibited except for specific and limited fishing events approved by the Governing Body. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events on city-owned property that are approved by the Governing Body at a Governing Body meeting.

BACKGROUND:

The City of Santa Fe's ("City") Children's Fishing Derby has traditionally been held on the first Saturday in June, which coincides with New Mexico Department of Game & Fish's "Free Fishing Day", providing a moratorium on fishing license requirements. In addition, the City's Administrative Procedures for Santa Fe River Target Flows, adopted by Resolution No. 2012-28, state in the section titled "Annual Fishing Derby", that "[i]n dry years when the anticipated watershed yield is less than 50%, or, if for other climatic or hydrologic reasons daily target flows adequate for the Fishing Derby cannot be met, the Fishing Derby will be suspended", (Article IV, Section 4.11.2(5)).

For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills.

ATTACHMENTS:

Memo Attachment - Resolution No. 2012-28
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-12

INTRODUCED BY:

Councilor Paul Bustamante

Mayor Michael J. Garcia

underscored material = new [~~bracketed material~~] = delete

A BILL

SPECIFYING THAT SPECIFIC AND LIMITED FISHING EVENTS ON CITY-OWNED PROPERTY IN THE SANTA FE MUNICIPAL WATERSHED MAY BE APPROVED BY THE GOVERNING BODY.

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

Section 1. Section 25-1.9 of SFCC 1987 (being Ord. No. 2003-25, § 33, as amended) is amended to read:

25-1.9 – Santa Fe river watershed; prohibited uses; posting of notices.

A. Trespassing, bathing, hiking, camping, fishing, hunting, picnicking, the grazing of all domestic livestock and unauthorized shooting, within the Santa Fe watershed are forbidden, except for specific and limited fishing events on city-owned property in the watershed and approved at a governing body meeting.

B. The properties of the water reservoir system owned by and under the control of the city of Santa Fe and the U.S. Forest Service shall be posted with notices warning all persons against violation of any of the ordinances of the city and county of Santa Fe, of the laws of the state of New

Mexico, the United States government or any rules or regulations adopted pursuant thereto, which provide for the protection of any reservoir, or properties of the water impounding system.

C. All officials and employees of the city water and utility of the city of Santa Fe are hereby vested with authority to enforce all laws, orders, ruling and regulations enacted for the protection of these waters and the properties pertaining thereto.

D. Any violation of this subsection or any violation of the rules and regulations jointly agreed on by the U.S. Forest Service and the governing body shall be punished as provided in Section 1-3 SFCC 1987.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Allowing Fishing in the Santa Fe Water Shed for Specific Events

FIR No. 10761.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

Sponsor(s): Councilor Paul Bustamante and Mayor Michael J. Garcia

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Allan Hook, Water Resources Coordinator **Date:** 6/3/2026
Phone: (505) 955-4205

Reviewed by City Attorney: [signature] **Date:** 06/03/2026

Reviewed by Finance Director: [signature] ANDREA PHILLIPS (Jun 4, 2026 09:41:01 MDT) **Date:** 06/04/2026

Summary:
The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe watershed. Fishing would remain generally prohibited except for specific and limited fishing events on city-owned property and approved at a Governing Body meeting. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events approved by the Governing Body.

Departments Affected:
Public Utilities

Consequences of Not Enacting Legislation:
If this legislation is not adopted, fishing activities within the Santa Fe watershed will remain prohibited without exception.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2012-20 adopted the City's Administrative Procedures for Santa Fe River Target Flows, and Ordinance No. 2012-10 created Article 25-13 of SFCC 1887 regarding the Santa Fe River Target Flow for a Living River Initiative.

Performance and Administrative Implications:
For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune

time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills. If the Governing Body approves the Children's Fishing Derby event at Nichols Reservoir, City staff would devote time and resources to planning for and holding the Children's Fishing Derby as described above.

Fiscal Implications:
None at this time.

Fiscal Impact

_____x_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Alan Hook

Email: aghook@santafenm.gov

Signature:

Email: jmmontoya@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: April 23, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, Economic Development Advisory Committee, and Arts Commission

From: Carly Venditti, Metropolitan Redevelopment Agency, Deputy Director CAV

Via: Brian Moya, Interim City Manager BM

RE: A Bill Approving the City of Santa Fe Ground Lease and Development Agreement of certain City-owned property to the Midtown Arts and Design Alliance for a lease term of ten years that may be extended up to fifty years.

EXECUTIVE SUMMARY:
If adopted, the bill would approve the ground lease and development agreement of a city-owned building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC. NMSA 1978, Section 3-54-1 requires that the City of Santa Fe ("City") approve the lease of City-owned property with an Ordinance. This bill is created to comply with that statute.

BACKGROUND:
The City and Midtown Arts and Design Alliance (MADA) ("Developer") intends to enter into a Ground Lease and Development Agreement to facilitate the renovation and remodel of the city-owned Visual Arts Center and Barracks on the Midtown Site at 1600 St. Michael's Drive ("Property"). The Property described as the Visual Arts Center and Barracks, are located on parcels K-1a and P-1b, located in the northwest of the Midtown Site; containing approximately 3.37 acres.

As a subsidiary of the Santa Fe Arts Institute (SFAI), the Midtown Arts and Design Alliance has been on the Midtown Site since the close of the Santa Fe University of Art and Design and throughout the community engagement processes that culminated in the Midtown Master Plan (Resolution No. 2022-68) and Community Development Plan (Resolution No. 2023-5), known collectively as the Midtown Redevelopment Plans. The Midtown Redevelopment Plans expressed the will of the community to establish an arts hub including arts and cultural organizations, in addition to cultural organization, activities, and technology that could procure the necessary project team to finance, renovate, lease, and manage the Visual Arts Center and adjacent outdoor spaces.

CITY OF SANTA FE

Memorandum

The City of Santa Fe and the Office of Economic Development launched a Request for Proposals (RFP # 23/17/P) on December 1, 2022, with proposals due February 2, 2023. MADA was the sole respondent to RFP 23/17/P with a variety of stakeholders, non-profit organizations, and community partners included on the proposed project team. An Exclusive Negotiation Agreement (ENA 2023-0548) was solidified between the City of Santa Fe and Developer as of September 5, 2023, upon the recommendation of the Evaluation Committee. This Exclusive Negotiation Agreement was extended multiple times from December 31, 2024, to April 30, 2025, and finally June 30, 2025. The City of Santa Fe and Developer have been collaborating on this proposed Ground Lease and Development Agreement since August 2025.

SUMMARY OF DEVELOPMENT AND DISPOSITION AGREEMENT

A. **Introduction**. The Gound Lease and Development Agreement will set forth the terms and conditions of:
   i. Developer's obligation to renovate and sublease the Visual Arts Center and Barracks facility as defined in the project timeline.
   ii. Lease terms of the Property and management of the property
   iii. The timeline, in relation to the Developer's obligations for the City's infrastructure design and implementation.
   iv. The community benefit requirements that are required of the developer to remain in compliance with the Agreement.

B. **Project Requirements.**

Project Overview: Developer's renovation of the Visual Arts Center will be completed in three separate phases, with the implementation of the Midtown Arts and Design Alliance non-profit organizations entering the site following each phase completion.

- "Phase 1" consists of the renovation of the Tipton Lecture Hall and The Marion Center for the Photographic Arts including heating, ventilation, and air conditioning (HVAC) systems and configuration necessary for Phase 1 tenants.
- "Phase 2" will include the renovation of Tishman Hall, inclusive of the Thaw Art History Center; this renovation will encompass plumbing, heating, ventilation, and air conditioning systems (HVAC), stucco repairs, re-roofing, and mold remediation as necessary.
- "Phase 3" consists of the remediation and renovation of the last remaining Barracks from the Brunn's Army Hospital, this will include new construction and site work.

Financial Security & Ground Control: Developer has the right and intends to complete all phases of the project as defined but will not take ground control of each additional Phase until said Phase reaches 100% financing. In addition to Quarterly Construction Reporting requirements, the

developer must submit an updated Development Budget to the MRA Director with each expansion notice, and an update Operating Budget following the completion of Phase 1.

C. **Community Benefits.**

Community Development Program requirements. The Project and all other developments at Midtown Site are required to comply with the requirements of the Midtown Community Development Plan including without limitation, by implementing or causing to be implemented the Community Development Plan Requirements as a component of the Project

Environmental and Energy Design Requirements. Developer shall comply with Environmental and Energy Design Requirements including LEED Requirements, Photovoltaic requirements, and Stormwater Management as outlined in 10.2.

Tenant/Use Requirements. Operation of the project by the Developer is limited to for-rent retail, commercial and office space available for sublease only to tenants comprising local artists, art, design, creativity, culture, multi-media, technology, and arts-related organizations and industries, and Persons whose primary business or mission is complementary, tenants must be deemed "Qualifying Sublease" under section 10.3.2.

Target Lease Goal. Developer shall use commercially reasonable efforts to sublease approximately 75% of the available leasable space within the Property ("Target Lease Goal") to entities and persons whose organization or business is identified per 10.3.1, who are non-profits or who have a non-profit fiscal sponsorship.

Leasing Requirements. Developer shall use best faith and commercially reasonable efforts to coordinate with the City's Office of Economic Development, community organizations and/or civic organizations to market and promote or to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding available rentable space at the Project.

D. **Default Remedies.** If Developer defaults in its performance of any obligation under the agreement beyond applicable notice and cure periods, in addition to other remedies available to the City, the City will have the right to terminate the Agreement, upon which the city may retake possession of the Property.
E. **Assignment or Transfer.** The Developer may not sell, transfer, convey, or otherwise dispose of this property as bound by the lease voluntarily or involuntarily without the written consent of the City.

ATTACHMENTS:
Bill)
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO

underscored material = new [~~bracketed material~~] = delete

AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

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

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 2. [NEW MATERIAL] A new Section 12-6-12.4A of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 is hereby ordained to read:

12-6-12.4A - AGGRESSIVE DRIVING.

A. Any person who during the course of conduct operates a vehicle in a manner that endangers or is likely to endanger people or property is guilty of aggressive driving if during the course of conduct, the person commits two or more of the following violations:

(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

(7) Racing on streets, Section 12-6-12.19;

(8) Engaging in prolonged, deliberate, or excessive tailing of another vehicle, Section 12-6-12.25;

(9) Unsafe sudden stops, Section 12-6-12.26; and/or

(10) Throwing items outside of vehicle at another vehicle or at a pedestrian, Section 12-6-12.27.

B. For the purposes of this section, “course of conduct” means a series of acts committed

during a single, continuous period of driving.

C. Every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and shall be punished as follows:

(1) Unless otherwise specified in Schedule A of the Uniform Traffic Ordinance, SFCC 1987, upon a first conviction by a fine of two hundred fifty dollars ($250);

(2) Upon a second conviction by imprisonment for seven days, and a fine of five hundred dollars ($500);

(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

(4) Upon subsequent convictions by imprisonment for ninety days and a fine of five hundred dollars ($500).

D. If the person convicted of aggressive driving is determined to be indigent, the court shall permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

E. All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 3. [NEW MATERIAL] A new Subsection 12-6-12.25 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.25 – ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE.

No person shall change their route, direction, or course of travel in order to aggressively follow another vehicle such that the following is prolonged, excessive, and/or deliberate.

Section 4. [NEW MATERIAL] A new Section 12-6-12.26 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated

in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	
A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		

D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00
Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00

Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00
Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle	12-6-12.27	$250

or at a Pedestrian, 1st offense		
for subsequent violations		$500
Destructive Material [O]on Roadway/Failure [T]to Secure Load	12-6-13.5	$100.00
Improper Opening [O]of Doors	12-6-13.8	$25.00
Child Restraint Device [O]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [O]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00
Windshield	12-10-1.12	$25.00
When Lighted Lamps [A]are Required	12-10-1.3	$25.00
Headlamps [O]on Vehicles	12-10-1.5	$25.00
Dimming [O]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [O]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00

Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3
Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

SECTION 5. <u>POLICE AND FIRE RESILIENCY FUNDS</u>

<u>Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.</u>

SECTION [~~5~~] <u>6</u>. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

APPROVED AS TO FORM:

Marcos D. Martinez
Marcos D. Martinez (Apr 24, 2026 14:48:05 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/2026-9(B)/Defining Aggressive Driving

FIR No. 10615.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Defining Aggressive Driving and Establishing Penalties

Sponsor(s): Councilor Pilar Faulkner, Councilor Amanda Chavez, and Councilor Lee Garcia

Reviewing Department(s): Finance Department, City Attorney's Office, Police Department, Fire Department

Staff Completing FIR: Ben Valdez, Deputy Chief of Police

Date: 4/16/2026 **Phone:** (505) 955-5040

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Apr 24, 2026 14:48:05 MDT) **Date:** 04/24/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 24, 2026 14:50:43 MDT) **Date:** 04/24/2026

Summary:

The adoption of this bill would create a new subsection of Article VI of the Uniform Traffic Ordinance ("UTO"), Exhibit A of Chapter 24 of SFCC 1987 to define, criminalize, and penalize "aggressive driving". It specifies that every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and be punished as follows:

1) Upon a first conviction by fine of two hundred and fifty dollars ($250);
2) Upon a second conviction, by imprisonment for seven days, and by a fine of five hundred dollars ($500);
3) Upon a third conviction, by imprisonment for fourteen days and a fine of five hundred dollars ($500);
4) Upon subsequent convictions, imprisonment for ninety days and a fine of five hundred dollars ($500).

The bill includes a provision specifying that the court shall permit people who are convicted of aggressive driving and who are determined to be indigent to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

Additionally, the bill amends Article VI of the UTO, Subsection 12-6-12.3, SFCC 1987, "Reckless Driving," to accomplish the following changes to the reckless driving fines:

1) Eliminates the concept of minimum penalties;
2) Upon first conviction, raises the maximum penalty from twenty-five dollars ($25) to two hundred and fifty dollars ($250);
3) Upon second conviction, raises the maximum penalty from three hundred dollars ($300) to five hundred dollars ($500).

Lastly, the bill creates a section in the UTO called the "Police and Fire Resiliency Funds". Upon adoption of the ordinance, and in compliance with Section 2-2.4, SFCC 1987, all fines collected for violations of the UTO, Schedule A, for aggressive driving, and for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty (50%) to the Fire Support Services Fund, with the exception of fines

collected for speeding (which are allocated toward the Traffic Calming Program).

Departments Affected:
City of Santa Fe's Police Department, Fire Department, and Finance Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, aggressive driving will not be defined as a punishable offense in the City of Santa Fe's Municipal Code, nor will the fines for reckless driving, aggressive driving, and all fines listed on Schedule A of the UTO be allocated to the Law Enforcement Fund and the Fire Services Support Fund.

Performance and Administrative Implications:
The Police Department will maintain statistics for the number of violations for aggressive driving when a citation is issued, including the underlying offenses that make the incident rise to the level of aggressive driving. The statistics will be presented annually in the Traffic Unit's portion of the Police Department's Annual Report. The Police Department will also conduct enforcement and education to improve the safety of our roads to make drivers aware of the consequences of aggressive driving.

Fiscal Implications:
***The fees generated from the UTO's Schedule A in fiscal year 2025 totaled approximately $124,000. If we continue this trend, we can anticipate a similar collection rate in funds from Schedule A, absent any significant changes. With the implementation of the Ordinance, the City may see a small increase in revenue associated with aggressive driving violations. On a fund level, the General Fund would see a small decrease in revenue due to the reallocation of fine revenue to the Law Enforcement and Fire Support Services Funds, both of which would see a positive impact respectively due to the collection of fees from Schedule A, fees from reckless driving, as well as fees collected from aggressive driving fines.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

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

Revenue Narrative:

***See "Fiscal Implications" narrative above.

Signature:

Email: tjgrundler@santafenm.gov

Signature:

Email: bpvaldez@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-9

Defining Aggressive Driving and Establishing Penalties

Mayor and Members of the City Council:

In relation to Bill No. 2026-9.

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. ___X__

I intend to propose the following amendment(s),

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

AMENDMENT A – RED - Councilor Feghali

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS

underscored material = new [~~bracketed material~~] = delete

DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

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

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 2. [NEW MATERIAL] A new Section 12-6-12.4A of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 is hereby ordained to read:

12-6-12.4A - AGGRESSIVE DRIVING.

A. Any person who during the course of conduct operates a vehicle in a manner that endangers or is likely to endanger people or property is guilty of aggressive driving if during the course of conduct, the person commits two or more of the following violations:

(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

(7) Racing on streets, Section 12-6-12.19;

(8) Engaging in prolonged, deliberate, or excessive tailing of another vehicle, Section 12-6-12.25;

(9) Unsafe sudden stops, Section 12-6-12.26; and/or

(10) Throwing items outside of vehicle at another vehicle or at any pedestrian, bicyclist, or other person using the roadway, Section 12-6-12.27.

B. For the purposes of this section, "course of conduct" means a series of acts committed during a single, continuous period of driving.

C. Every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and shall be punished as follows:

(1) Unless otherwise specified in Schedule A of the Uniform Traffic Ordinance, SFCC 1987, upon a first conviction by a fine of two hundred fifty dollars ($250);

(2) Upon a second conviction by imprisonment for seven days, and a fine of five hundred dollars ($500);

(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

(4) Upon subsequent convictions by imprisonment for ninety days and a fine of five hundred dollars ($500).

D. If the person convicted of aggressive driving is determined to be indigent, the court shall

permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

E. All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 3. [NEW MATERIAL] A new Subsection 12-6-12.25 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.25 – ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE.

No person shall change their route, direction, or course of travel in order to aggressively follow another vehicle such that the following is prolonged, excessive, and/or deliberate.

Section 4. [NEW MATERIAL] A new Section 12-6-12.26 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	

A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00

Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00
Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00

Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian, 1st offense	12-6-12.27	$250
for subsequent violations		$500
Destructive Material [~~O~~]on Roadway/Failure [~~T~~]to Secure Load	12-6-13.5	$100.00
Improper Opening [~~O~~]of Doors	12-6-13.8	$25.00
Child Restraint Device [~~O~~]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [~~O~~]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00

Windshield	12-10-1.12	$25.00
When Lighted Lamps [~~A~~]are Required	12-10-1.3	$25.00
Headlamps [~~O~~]on Vehicles	12-10-1.5	$25.00
Dimming [~~O~~]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [~~O~~]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00
Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3

Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money

allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

SECTION 5. POLICE AND FIRE RESILIENCY FUNDS

Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.

SECTION [~~5~~] 6. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date

of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

Respectfully submitted,

Patricia Feghali

PATRICIA FEGHALI , COUNCILOR

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (May 15, 2026 14:38:24 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE:_____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

Legislation/2026/Bill/2026-9(B)/Amendment A/Defining Aggressive Driving

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-XX

Defining Aggressive Driving and Establishing Penalties

Mayor and Members of the City Council:

In relation to Bill No. 2026-XX.

This amendment WILL change the caption. _X____

This amendment WILL NOT change the caption. _____

I intend to propose the following amendment(s),

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

GREEN – AMENDMENT B – Councilor Jamie Cassutt

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS

underscored material = new [~~bracketed material~~] = delete

DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, ~~TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND~~ TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

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

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

~~3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.~~

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12-6-12.4A - AGGRESSIVE DRIVING.

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(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

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(10) Throwing items outside of vehicle at another vehicle or at a pedestrian, Section 12-6-12.27.

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(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

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D. If the person convicted of aggressive driving is determined to be indigent, the court shall

permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

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12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	

A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00

Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00
Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00

Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian, 1st offense	12-6-12.27	$250
for subsequent violations		$500
Destructive Material [~~O~~]on Roadway/Failure [~~T~~]to Secure Load	12-6-13.5	$100.00
Improper Opening [~~O~~]of Doors	12-6-13.8	$25.00
Child Restraint Device [~~O~~]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [~~O~~]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00

Windshield	12-10-1.12	$25.00
When Lighted Lamps [~~A~~]are Required	12-10-1.3	$25.00
Headlamps [~~O~~]on Vehicles	12-10-1.5	$25.00
Dimming [~~O~~]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [~~O~~]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00
Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3

Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money

allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

~~**SECTION 5. POLICE AND FIRE RESILIENCY FUNDS**~~

~~Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.~~

SECTION [~~5~~] 6. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date

of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

Respectfully submitted,

Jamie Cassutt (May 26, 2026 14:34:38 MDT)

JAMIE CASSUTT, COUNCILOR

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 26, 2026 14:22:40 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE:_____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

Legislation/2026/Bill/2026-9(B)Amendment B//Defining Aggressive Driving

Amendment B - Defining Aggressive Driving and Establishing Penalties

Final Audit Report 2026-05-26

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STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No a copy of which is hereto attached was published in said newspaper 1 day(s) between 05/27/2026 and 05/27/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 27th day of May, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 1st day of June, 2026

Notary Catherine M McSweeney

Commission Expires: 11/04/2029

STATE OF NEW MEXICO
NOTARY PUBLIC
CATHERINE M MCSWEENEY
COMMISSION # 1135865
COMMISSION EXPIRES 11/04/2029

Legal #95362

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, June 10, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-9. A Bill Amending Subsection 12-6-12.3 of Article VI of the Uniform Traffic Ordinance ("UTO") to Eliminate Minimum Penalties for Reckless Driving and Raising Maximum Penalties From Twenty-Five Dollars ($25) to Two Hundred and Fifty Dollars ($250) for First Convictions and From Three Hundred Dollars ($300) to Five Hundred Dollars ($500) for Second or Subsequent Convictions; Creating a New Subsection 12-6-12.4A of Article VI of the UTO, Exhibit A to Chapter 24, SFCC 1987 to Define, Criminalize, and Penalize "Aggressive Driving"; Amending the UTO's Schedule a Traffic Violation Penalty Assessment Schedule to Increase Certain Penalties, to Specify that all Reckless Driving Fines, Aggressive Driving Fines, as Well as all Schedule A Penalties (Except for Those Dedicated to Traffic Calming) Shall be Split Equally Between the Law Enforcement Fund and the Fire Support Services Fund, and to Require a Mandatory Court Appearance for Violations Related to Aggressive Driving; Creating a New Subsection 12-6-12.25 of Article VI "Engaging in Prolonged, Deliberate, and/or Excessive Tailing of Another Vehicle" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.26 of Article VI "Unsafe Sudden Stops" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.27 of Article VI "Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same.
This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/ Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

Geralyn Cardenas
City Clerk/Director of Community Engagement

PUB: May 27, 2026

TO: Office of the Mayor
FROM: Zoë R. Isaacson, River and Watershed Manager
DATE: June 17, 2026
RE: Santa Fe River Commission Appointment Recommendations

Dear Mayor Garcia,

The Santa Fe River Commission currently has two vacancies. In response to a public solicitation broadcasted by the Communications Team, we received a strong pool of 12 applicant resumes.

A selection subcommittee of the River Commission and City staff reviewed all submissions. Based on this evaluation, we highly recommend the following two candidates to fill the vacancies:

- Tanya Trujillo
- Jesse Shapiro

Both individuals possess exceptional qualifications and a strong commitment to the river corridor. Because of the high quality of the applicant pool, the complete set of all 12 resumes is attached for your final review and formal appointment.

Thank you for your continued support of the Santa Fe River. Please let me know if you require any additional details.

Sincerely,

Zoë Isaacson

Zoë Isaacson
Santa Fe River Commission Staff Liaison
505.955.6853

TANYA MARIE TRUJILLO

Deputy State Engineer, State of New Mexico
August 2023 – present

- Assists the State Engineer Office and Interstate Stream Commission with operations and program implementation and coordinates with the Governor's Office and other State Agencies regarding water policy development and program implementation.

Assistant Secretary, Department of the Interior
Washington, D.C., January 2021 – July 2023

- Discharged the duties of the Secretary of the Interior on programs supporting the development and implementation of national water and science policies with specific supervisory authority over the U.S. Geological Survey, the Bureau of Reclamation, and the Central Utah Project Completion Act Office.

Vice Chairman, New Mexico Interstate Stream Commission
Santa Fe, New Mexico, July 2019 – January 2021

- Served on the Commission in accordance with State law and policies.

Lower Basin Project Director, Colorado River Sustainability Campaign
February 2017 – January 2021

- Coordinated strategies among philanthropic organizations and national NGOs regarding projects to promote sustainability within the Colorado River System.

Executive Director, Colorado River Board of California
Glendale, California, October 2012 – February 2017

- Managed staff and operations of the state agency responsible for oversight of California's Colorado River allocation in coordination with the agricultural and municipal water users in southern California.

Counselor to the Asst. Secretary for Water and Science, U.S. Department of the Interior
Washington, DC, July 2011 - October 2012

- Advised the Assistant Secretary for Water and Science on matters relating to the Bureau of Reclamation and U.S. Geological Survey.

Senior Counsel, U.S. Senate Energy & Natural Resources Committee, Sen. Jeff Bingaman
Washington, DC, July 2009 - July 2011

- Oversaw the legislative and oversight functions of the Committee's Subcommittee on Water and Power with emphasis on legislation relating to the Bureau of Reclamation, water functions of the USGS and the Department of Energy, and the Federal Energy Regulatory Commission's hydropower functions.

General Counsel, New Mexico Interstate Stream Commission
Santa Fe, New Mexico, June 2004 - June 2009

- Represented the State of New Mexico and advised the Interstate Stream Commission and the State Engineer on matters involving eight interstate water compacts, state and federal court proceedings and water policy development.

Attorney, Holland & Hart, LLP/Campbell, Carr, Berge & Sheridan, LLP
Santa Fe, New Mexico, Partner: 2002-2004; Associate Attorney: 1993-1997, 2000-2002

- Represented clients in civil litigation in state and federal court and administrative proceedings relating to complex natural resources issues, energy development, water law, real property, and commercial transactions.

Attorney, Simons, Cuddy & Friedman, LLP
Santa Fe, New Mexico, 1997-2000

- Represented public and private clients in administrative proceedings and civil litigation relating to natural resources issues, commercial transactions, real property transactions and education law.

EDUCATION

University of Iowa, College of Law, JD 1992

- Associate Editor, Journal of International Law and Contemporary Problems, 1991-1992

Stanford University, BA 1989, Political Science

- Teaching assistant for overseas program in Krakow, Poland, 1989
- Research assistant at Stanford's Center for Arms Control and Strategic Studies, 1986-1989

RECENT VOLUNTEER SERVICE

Museum of New Mexico, Women's Board, 2025-present
Santa Fe, New Mexico

Middle Rio Grande Agricultural Land Trust, Board member, 2020-2021
Middle Rio Grande Basin, New Mexico

CONTACT INFORMATION

[redacted]

Jesse Sol Shapiro

Summary

- 20 years of experience in the Water, Sanitation, and Hygiene (WASH) sector including policy and strategy development, program design and implementation, monitoring and evaluation (M&E), compliance, research, construction, environmental remediation.
- 16 years of experience providing technical advisory to government, utilities, and the private sector covering water, sanitation, water resources management (WRM), cholera control, and lead mitigation.
- 13 years of experience in management of annual budgets up to $10 million, staffing up to 40 people, and construction, private sector engagement, policy development, utility reform, behavior change, and M&E.
- Considerable skills and experience in engineering, sustainability, development, and health.
- 20 years of experience in residential construction and property management.
- Fluent verbal and written communication skills in English and Tetum. Basic knowledge of Spanish.
- M.S. in Civil Engineering with a concentration on water and sanitation for development; Graduate Certificate in Sustainability; and B.A. in Mechanical Engineering.

Experience

Arizona Water Settlements Act (AWSA) Manager | New Mexico Interstate Stream Commission (ISC)
Santa Fe, NM | Oct 2025 – Present

- Manage the $134 million dollar New Mexico Unit Fund including its investments and funding cycles.
- Manage a team of three people and stakeholder relationships.
- Provide oversight and technical assistance in the development, funding, and implementation of a portfolio of over 14 rural drinking water and irrigation projects.

Environmental Health Team Lead and Senior WASH Advisor | United States Agency for International Development (USAID) Washington, DC | Jul 2012 – Sept 2025

- Managed WASH portfolio of $6.5 million/year and team of 6 staff.
- Provided technical assistance to more than 20 USAID country Missions for their water and sanitation portfolio management, project design, construction, M&E, compliance, utility support, and supervision.
- Developed, facilitated, and managed agency capacity building, research, and coordination initiatives such as WASH training, workshops, learning tools, cholera control, lead mitigation, and suite of research studies.
- Led and managed USAID contracts and cooperative agreements including Water, Sanitation, and Hygiene Partnership for Learning and Sustainability (WASHPaLS), WASHPaLS #2, URBAN WASH, and others.

Construction and Property Manager | Self
Santa Fe and Albuquerque, NM | 1995 – Present

- Managed up to 7 properties including leasing, maintenance, rent collections, and payments.
- Supervised and participated in the construction and remodeling of more than 10 homes.

Water and Sanitation Advisor | Pacific Technical Assistance Mechanism (PACTAM)
Majuro and Ebeye, Marshall Islands | Jun. 2011 – Apr. 2012

- Provided WASH technical advisory to the utilities of Majuro Water and Sewer Company (MWSC) and Kwajalein Atoll Joint Utility Resources (KAJUR) for comprehensive reform agenda including tariffs and marketing, performance monitoring, organizational and capital improvement, and establishment of standard operation and maintenance systems.
- Led the development of the National Water and Sanitation Policy.
- Implemented a water quality surveillance program with the Environmental Protection Agency (EPA).

Water Supply and Sanitation Program Advisor | International Development Support Services (IDSS)
Dili, East Timor | Nov. 2008 – Mar. 2011

- Led the development and scaling-up of the National Sanitation Policy and a national sanitation.
- Provided technical assistance to the Ministry of Health, Ministry of Infrastructure, the private sector, and sector partners.

District Water, Sanitation, and Hygiene (DWASH) Program Development Advisor | CDM
Dili, East Timor | Nov. 2008

- Developed initial workplan for a 5-year $20 million dollar water and sanitation program.

Emergency Water, Sanitation, and Hygiene Cluster Preparedness Advisor | UNICEF
Dili, East Timor | Sep. – Oct. 2008

- Developed a national disaster risk and emergency preparedness plan for water and sanitation.

Department of Water and Sanitation IDP Advisor | Oxfam
Dili, East Timor | May 2007 – Oct. 2008

- Provided leadership and advisory to the Department of Water and Sanitation and the emergency water and sanitation sector for emergency response and recovery programs related to the Internally Displaced Peoples (IDP) crises of 2007-8, including strengthening the capacity of the government, coordination, and implementation of WASH emergency response activities such as construction of infrastructure.

Water and Sanitation Emergency Program Manager | Plan International
Dili, East Timor | Nov. 2006 – May 2007

- Managed a WASH program across 14 IDP camps in cooperation with water utilities while supervising more than 40 staff in the construction and maintenance of water supply and sanitation facilities.

Water and Sanitation Project Manager | Triangle Generation Humanitaire
Laleia, East Timor | Aug. 2006 – Nov. 2006

- Managed a WASH program in 3 rural villages including supervision of 12 staff and 1 sub-contractor for the drilling and equipping of three wells and construction and operation of the distribution systems.

Water and Sanitation Specialist | U.S. Peace Corps
Baucau, East Timor | Jul. 2005 – May 2006

- Provided organizational development to more than 50 Community Based Organizations/Non-Governmental Organizations (NGOs) in three districts including field-based WASH training for NGOs.

Education and Training

Master of Science in **Civil Engineering** | Michigan Technological University
Houghton, MI | Apr. 2008

- Research and courses in participatory development including Participatory Rural Assessment (PRA) techniques, as well as water supply, health, sanitation, and policy. Research thesis focused on participatory rural development and provided a case study of three water, sanitation, and hygiene projects in East Timor.

Graduate Certificate in **Sustainability** | Michigan Technological University
Houghton, MI | June 2005

- Courses in sustainable development, environmental health, resource management, and social marketing.

Bachelor of *Science* in Mechanical Engineering | University of New Mexico
Albuquerque, NM | Dec. 2003

- Senior project included market analysis, design and prototyping of multi-utility mechanic's creeper.

Relevant board and committee participation:
SaniPath advisory board 2016-2019, African Sanitation Task Force 2017-2019, Chair Sanitation Working Group 2012-2020.

Relevant Training:
USAID Programming Foreign Assistance; USAID Acquisition and Assistance Management for COR/AOR's Level I & II; USAID Life of Project Environmental Compliance and Environmentally Sound Design and Management; Phoenix training; USAID WASH training; Public Financial Management and Public Accountability; Governance in Urban Sanitation; Community Led Total Sanitation (CLTS) Training of Trainers; CLTS facilitator training, Being an Oxfam Supervisor; and Oxfam WASH in Emergencies.

Relevant Conferences:
Stockholm World Water Week, 2014-2019; AfricaSan, 2015; Fecal Sludge Management 3, 2015; University of North Carolina Water & Health Conference 2012, 2014-2019, 2024; Gates Foundation Reinvent the Toilet Fair, 2012 & 2014; Africa Water Week, 2014; East Africa Regional CLTS Conference, 2013; WHO World Health Assembly, 2010; East Asian Regional CLTS Conference, 2009.