Agenda

Regular Meeting of the Governing Body
July 8, 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.

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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

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- 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 Faulkner
3. Salute to the New Mexico Flag

a. Councilor Cassutt

4. Invocation and Rememberances

   a. Councilor Feghali

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the June 10, 2026, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 07/08/2026

   b. Request for Approval of the June 24, 2026, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk: gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 07/08/2026

   c. Request for Approval of the June 25, 2026 Special Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 07/08/2026

   d. Request for Approval of Amendment No. 4 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase Compensation by $441,580.88 for a New Total Amount of $1,480,454.36 Including NMGRT and Extend the Term to August 31, 2027, for Managed Detection and Response Solution, Managed Risk Solution, and Managed Security Awareness. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 06/29/2026
      Finance Committee: 07/06/2026
      Governing Body: 07/08/2026

   e. Request for Approval of a Professional Services Agreement with Langan LLC for Software Consulting Services to Integrate OpenGov Enterprise Asset

Management and Geographic Information Services Systems in the Total Amount of $600,000 through June 30, 2030. (Sam Burnett, Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/29/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

f. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $689,675 from the General Fund to the Community Development Fund to Fund an Existing Contract with Urban Alchemy for Street Outreach and Community-Based Public Safety Services. (Sandra Emory, Community Services Department Director; exemory@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/01/2026
FInance Committee: 07/06/2026
Governing Body: 07/08/2026

g. Request for Approval of Amendment No. 2 to Item #24-0368 with FII National dba UPTOGETHER to Increase Compensation by $750,000 for a New Total Amount of $3,250,000 and Extend the Term to End June 30, 2027, for Homelessness Prevention Cash Assistance. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

h. Request for Approval of a Grant Agreement from the New Mexico Department of Health in the Amount of $350,000 for a Coordinated Community Response to Community Violence through June 30, 2027. (Sandra Emory, Community Services Department Director; sxemory@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/01/2026
Finance Committee: 07/06/2026
Governing Body: 07/08/2026

i. 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. (Sam Burnett, Public Works Director; jsburnett@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

j. 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

10. Action Items: Discussion Agenda

a. Request for Approval of Amendment No. 1 to General Services Contract Item #23-0689 with Vector Airport Systems to Extend the Term to December 19, 2026 for the Collection of Aircraft Landing Fees and Parking Fees at the Santa Fe Regional Airport. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

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

11. Matters from the City Manager

12. Matters from the City Attorney

a. EXECUTIVE SESSION

In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Meetings Subject to the Attorney-Client Privilege Pertaining to Threatened or Pending Litigation in which the City Is or May Become a Participant Including but Not Limited to *NMED v. City of Santa Fe*, WQCC 24-35, and Subpart (H)(8), Meetings for the Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the City. (Marcos Martinez, City Attorney; mdmartinez@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF BILL NO. 2026-14. ADOPTION OF ORDINANCE NO. 2026-___. (Councilor Jamie Cassutt and Councilor Patricia Feghali)
    A Bill Amending Section 14-7.9, SFCC 1987, to Clarify a Park Impact Fee Exemption as it Relates to Certain Construction Permits. (Janice Biletnikoff, Long-Range Strategic Planner; jibiletnikoff@santafenm.gov)

    Committee Review:
    Governing Body (Introduction): 07/08/2026
    Governing Body (Public Comment): 07/29/2026
    Public Works and Utilities Committee: 08/03/2026
    Finance Committee: 08/10/2026
    Governing Body (Public Hearing): 08/26/2026

    b. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Paul Bustamante and Councilor Patricia Feghali)
    A Resolution Approving the Updated Santa Fe Trails Title IV Program and Directing the City Manager to Authorize its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 07/08/2026
    Public Works and Utilities Committee: 07/20/2026
    Quality of Life Committee: 07/22/2026
    Governing Body: 07/29/2026

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

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

21. Appointments

    a. Bicycle and Pedestrians Advisory Committee

- Chandler Moore - Appointment to District 1 - Term Ending 06/2028
- Andrew Johns - Appointment to District 2 - Term Ending 06/2028
- Robin Garrison - Appointment to District 2 - Term Ending 06/2028
- Dexter Wayne - Filling an Unexpired Term for Santa Fe County - Term

Ending 06/2027

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.

Agenda

Regular Meeting of the Governing Body
June 10, 2026 at 5:00 PM
City Council Chambers, City Hall
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Procedures for Governing Body Meeting

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

a. Councilor Barrett

4. Invocation and Rememberances

   a. Councilor Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

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

9. Action Items: Consent Agenda

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

      Committee Review:
      Governing Body: 06/10/2026

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

      Committee Review:
      Governing Body: 06/10/2026

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

      Committee Review:
      Governing Body: 06/10/2026

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

      Committee Review:
      Governing Body: 6/10/2026

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

Committee Review:
Governing Body: 6/10/2026

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

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

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

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

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

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

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

moss@santafenm.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Action Items: Discussion Agenda

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

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

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

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

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

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

Committee Review:
Governing Body: 06/10/2025

11. Matters from the City Manager

12. Matters from the City Attorney

a. **EXECUTIVE SESSION**

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

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

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

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

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

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

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

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

17. Petitions from the Floor

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

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

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

19. Final Action on Legislation (Public Hearing)

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

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

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

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

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

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

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

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

21. Appointments

    a. Veterans Advisory Board

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

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

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

22. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
TUESDAY, JUNE 10, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:04 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Bustamante**	**3**
3.	**Salute to the NM Flag**	**Councilor Faulkner**	**3**
4.	**Invocation and Remembrances**	**Councilor Cassutt**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**		
	a. Council Staffing Proposal	**Given**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**4-10**
10.	**Action Items: Discussion Items**		
	a. Prof Services Agreement	**Approved**	**10**
	b. Prof Services Agreement	**Approved**	**10**
17.	**Petitions From The Floor**	**Heard**	**11**
10.	**Action Items: Discussion Items Cont.**		
	c. GB Study Sessions	**Approved**	**11-12**
11.	**Matters from the City Manager**	**Heard**	**12**
12.	**Matters from the City Attorney**	**Heard**	**12**
	Executive Session	**Held**	**12-13**

13.	**Executive Session Action Items**		**None**	**13**
14.	**Matters from the City Clerk**		**Heard**	**13**
15.	**Comm. From Gov. Body**		**Heard**	**13**
16.	**Introduction of Legislation**			
	a.	**Bill No. 2026-12**	**Introduced**	**13**
	b.	**Resolution No. 2026-_____**	**Introduced**	**13-14**
	c.	**Resolution No. 2026-_____**	**Introduced**	**14**
18.	**Public Comment on Bills**			
	a.	**Bill No. 2026-11**	**Heard**	**14**
19.	**Final Action on Legislation**			
	a.	**Bill No. 2026-6**	**Approved**	**14**
	b.	**Bill No. 2026-9**	**Postponed**	**14**
	c.	**Resolution No. 2026-____**	**Approved**	**14-15**
20.	**Public Hearings**		**None**	**16**
21.	**Appointments**			
	a.	**Veterans Advisory Board**	**Approved**	**16**
	b.	**SF Food Policy**	**Approved**	**16**
22.	**Adjourn**		**Adjourned at 8:55 pm**	**17**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 10, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:04 pm, on Wednesday, June 10, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR FEGHALI

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR BARRETT

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR GARCIA

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Lee Garcia
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

MEMBERS ABSENT
Councilor Amanda Chavez, excused

Councilor Pilar Faulkner, excused

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

6. APPROVAL OF AGENDA

Ms. Cardenas stated that on item 9 R, the Amendment is Amendment #1, not #2.

Mr. Martinez confirmed that the item could continue to be considered with the change.

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

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

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

7. APPROVAL OF CONSENT AGENDA

Ms. Cardenas stated that items 9 N, O and P had been pulled for discussion by Councilor Castro.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to approve the consent agenda as amended.

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

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

8. PRESENTATIONS

A. COUNCIL STAFFING STUDY RESULTS BY BAKER TILLY

Given.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE MAY 14, 2026, SPECIAL GOVERNING BODY MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF THE MAY 15, 2026, SPECIAL GOVERNING BODY MEETING MINUTES.

Approved on consent.

C. REQUEST FOR APPROVAL OF THE MAY 27, 2026, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

D. REQUEST FOR APPROVAL OF A PRIVATE CELEBRATION PERMIT APPLICATION FROM TUMBLEROOT BREWING, LLC TO ALLOW THE DISPENSING/CONSUMPTION OF BEER, WINE AND CIDER AT THE INTERNATIONAL FOLK ART MARKET'S OPENING NIGHT TO BE HELD ON THURSDAY, JULY 9, 2026, WITH ALCOHOL SERVICE FROM 6:00 PM TO 9:00 PM IN A BEER GARDEN LOCATED IN THE RAILYARD PARK, 740 CERRILLOS RD., SANTA FE NM, WHICH IS LOCAT4ED ON CITY PROPERTY, WITH AN EXPECT4ED 1200 ATTENDEES PURSUANT TO SFCC 1987 SECTION 23-6.2 C AND CONSISTENT WITH NMSA 1978, SECTION 60-6A-12.

Approved on consent.

E. REQUEST FOR APPROVAL OF A PUBLIC CELEBRATION PERMIT APPLICATION FROM TUMBLEROOT BREWING, LLC TO ALLOW THE DISPENSING/CONSUMPTION OF BEER, WINE AND CIDER AT THE INTERNATIONAL FOLK ART MARKET'S NIGHT MARKET TO BE HELD ON SATURDAY, JULY 11, 2026, WITH ALCOHOL SERVICE FROM 6:00 PM TO 9:00 PM IN A BEER GARDEN LOCATED IN THE RAILYARD PARK, 740 CERRILLOS RD. , SANTA FE NM, WHICH IS LOCATED ON CITY PROPERTY, WITH AN EXPECTED 300 ATTENDEES PURSUANT TO SFCC 1987 SECTION 23-6.2 C AND CONSISTENT WITH NMSA 1978, SECTION 60-6A-12.

Approved on consent.

F. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM RAICES Y

SAZON, LLC RAICES Y SAZON:

1. **PURSUANT TO SECTION 60-6B-10 NMSA 1978, CONSIDERATION OF A WAIVER OF THE 300-FOOT RESTRICTION TO ALLOW THE SALE OF ALCOHOL AT RAICES Y SAZON, 3565 CERRILLOS RD., WHICH IS WITHIN 300 FEET OF IGLESIA DEL EVANGELIO CHURCH, 3575 CERRILLOS RD.**

2. **IF THE WAIVER OF THE 300-FOOT LOCATION RESTRICTION IS GRANTED CONSIDERATION OF A REQUEST FOR A RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION ONLY, TO BE LOCATED AT RAICES Y SAZON, 3565 CERRILLOS RD.**

Approved on consent.

G. REQUEST FOR APPROVAL OF A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF INTERIOR U.S. GEOLOGICAL SURVEY IN THE TOTAL AMOUNT OF $135,137 FOR THE CONTINUATION OF A JOINT STUDY BETWEEN THE CITY OF SANTA FE AND U.S. GEOLOGICAL SURVEY FOR WATER RESOURCE INVESTIGATION FOR A TWO-YEAR TERM.

Approved on consent.

H. REQUEST FOR APPROVAL OF A COOPERATIVE PROJECT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO CONSTRUCT PHASE 1 OF S100880 RAIL TRAIL INTERSECTION IMPROVEMENTS PROJECT USING FEDERAL HIGHWAY ADMINISTRATION FUNDING IN THE TOTAL AMOUNT OF $300,000 THROUGH DECEMBER 31, 2028.

1. **REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) TO ALLOCATE GRANT PROCEEDS OF $256,320 TO COMPLETE STREETS FY26 REVENUE AND EXPENSES.**

Approved on consent.

I. REQUEST FOR APPROVAL OF A COOPERATIVE PROJECT AGREEMENT WITH NEW MEXICO DEPARTMENT OF TRANSPORTATION TO DESIGN S100900 ACEQUIA TRAIL EXTENSION FROM OTOWI TO LA CIENEGUITA USING THE

FEDERAL HIGHWAY ADMINISTRATION FUNDING IN THE TOTAL AMOUNT OF $250,000 THROUGH DECEMBER 31, 2028.

1. **REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) TO ALLOCATE GRANT PROCEEDS OF $213,600 TO COMPLETE STREETS FY26 REVENUE AND EXPENSES.**

Approved on consent.

J. REQUEST FOR APPROVAL OF A COOPERATIVE PROJECT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO CONDUCT THE LOCATION STUDY PHASES A AND B FOR S100890 ST. MICHAEL'S DRIVE RECONSTRUCTION PROJECT USING FEDERAL HIGHWAY ADMINISTRATION FUNDING IN THE TOTAL AMOUNT OF $400,000 THROUGH DECEMBER 31, 2028.

1. **REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) TO ALLOCATE GRANT PROCEEDS OF $341,760 TO COMPLETE STREETS FY26 REVENUE AND EXPENSES.**

Approval on consent.

K. REQUEST FOR APPROVAL OF CONSTRUCTION CONTRACT WITH JOCELYN WATER AND SEWER, LLC FOR THE SANTA FE RIVER IMPROVEMENTS AT CRISTOBAL COLON IN THE AMOUNT OF $767,195 THROUGH JUNE 30, 2030.

Approved on consent.

L. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #25-0373 WITH VERTOSOFT, LLC TO I INCREASE THE COMPENSATION BY $209,278.24 FOR A NEW TOTAL AMOUNT OF $1,035,141.40 FOR ADDITIONAL OPENGOV ENTERPRISE ASSET MANAGEMENT SOFTWARE DOMAINS.

1. **REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) FROM THE WATER ENTERPRISE FUND TO PUBLIC UTILITIES ADMINISTRATIVE SOFTWARE IN THE TOTAL AMOUNT OF $84,705.**

Approved on consent.

M. REQUEST FOR APPROVAL TO CHARGE A PASSENGER FACILITY CHARGE FOR SANTA FE REGIONAL AIRPORT IN THE TOTAL AMOUNT OF $3 PER PASSENGER.

Approved on consent.

N. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO ITEM #22-0303 WITH CONDOR-NEW AGE LOGISTICS, LLC FOR SECURITY GUARD SERVICES AT CITY FACILITIES TO INCREASE COMPENSATION BY $2,200,000 FOR A NEW TOTAL AMOUNT OF $8,800,000 AND EXTEND THE TERM TO JUNE 30, 2028.

Councilor Barrett left the meeting briefly.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Bustamante, to approve the Amendment.

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

Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

O. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO ITEM #22-0301 WITH AAROWHEAD SECURITY DBA VET-SEC PROTECTION AGENCY FOR SECURITY GUARD SERVICES AT CITY FACILITIES TO INCREASE COMPENSATION BY $2,200,000 FOR A NEW TOTAL AMOUNT OF $12,100,000 AND EXTEND THE TERM TO JUNE 30, 2028.

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

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

Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

Councilor Barrett returned to the meeting.

P. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE AMOUNT OF $150,000 FROM GENERAL FUND TO TOURISM/LODGING TAX FUND FOR FISCAL YEAR 2026

DOWNTOWN SECURITY CONTRACT.

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Garcia, to approve the BAR.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, no; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

Q. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #25-0054 WITH SANTA FE PUBLIC SCHOOLS TO INCREASE THE COMPENSATION BY $500,000 FOR A NEW TOTAL AMOUNT OF $1,700,000 FOR SANTA FE PUBLIC SCHOOLS WORK BASED LEARNING INTERNSHIP PROGRAMMING.

Approved on consent.

R. REQUEST FOR APPROVAL OF AMENDMENT #1 (CHANGED FROM #2) TO PROFESSIONAL SERVICES CONTRACT ITEM #25-0217 WITH URBAN ALCHEMY TO INCREASE THE AMOUNT OF COMPENSATION BY $522,000 FOR A NEW TOTAL AMOUNT OF $2,020,303 FOR SHELTER OPERATIONS OF HOMELESS SERVICES.

Approved on consent.

S. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT ITEM #24-0490 WITH INTERFAITH COMMUNITY SHELTER GROUP TO INCREASE COMPENSATION BY $780,000 FOR A NEW TOTAL AMOUNT OF $2,310,000 AND EXTEND THE TERM THROUGH JUNE 30, 2027, TO PROVIDE AID IN OPERATIONS AT CONSUELO'S PLACE SHELTER.

Approved on consent.

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

Approved on consent.

U. CONSIDERATION OF RESOLUTION NO. 2026-_____. A

RESOLUTION REMOVING "PILOT" STATUS FROM THE WELLNESS LEAVE PILOT PROGRAM, ESTABLISHING PERSONNEL RULES 13.91 AND 13.92 AS PERMANENT, AND ADDING A REQUIREMENT THAT EMPLOYEES COMPLETE ALL REQUIRED TRAININGS TO REMAIN ELIGIBLE TO RECEIVE WELLNESS DAY LEAVE.

Approved on consent.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HOMEWISE, INC. TO ADMINISTER THE COMMUNITY ENERGY EFFICIENCY DEPARTMENT (CEED) PROGRAM FOR ELIGIBLE LOW-INCOME HOUSEHOLDS IN THE CITY OF SANTA FE UTILIZING STATE OF NEW MEXICO CEED GRANT FUNDS AWARDED THROUGH THE ENERGY CONSERVATION AND MANAGEMENT DIVISION OF THE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT, IN THE TOTAL AMOUNT OF $1,254,170 THROUGH DECEMBER 30, 2027.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to approve the agreement.

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

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

B. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH URBAN ALCHEMY FOR OPERATION OF A EMERGENCY HOMELESS SHELTER IN THE TOTAL AMOUNT OF $1,343,993 FOR A SIX-MONTH TERM.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to approve the contract.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, no; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to move to item 17, Petitions from the Floor, as the next order of business.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, no; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

17. PETITIONS FROM THE FLOOR

Kathy Garcia, District 2. Ms. Garcia spoke in support of the MADA lease for Midtown.

Greg Mello. Los Alamos Study Group. Mr. Mello spoke in opposition to expanded pit production in Los Alamos.

No name given. He spoke about the southside meeting and having it in Spanish.

Dave Weir. Board member of Interfaith. Mr. Weir spoke in support of listing The Rock on the Capital ICIP list.

Hadley Fairbridge. Ms. Fairbridge spoke about identifying The Rock on the ICIP list.

Matt Johns. Mr. Johns spoke on adding seniors to the micro community site and his concern that the sites will meet the needs.

Pelican Lee. Ms. Lee spoke about the contract with Urban Alchemy and that they are not an emergency shelter.

Marisol Atkins. Ms. Atkins spoke about including Interfaith on the ICIP list.

Ericka Kidd. Ms. Kidd spoke about wrap around services, and options for the ICIP funding list.

Elizabeth West. Ms. West spoke about the wonderful work the H Board does and recommended that Stephanie Beninato be appointed to the Board.

Marsha Immeraton. District 4. Ms. Immeraton spoke about safe camping sites for the homeless.

Kevin Wrap. Board member of Interfaith. Mr. Wrap spoke about including Interfaith on the ICIP list.

Beverly Kellum. Interim Executive Director of Interfaith. Ms. Kellum spoke about including Interfaith on the ICIP list.

Stephanie Beninato. Ms. Beninato spoke about the banners in the City, the Council Staff Study and security.

C. REQUEST FOR APPROVAL OF DATES FOR GOVERNING BODY STUDY SESSIONS FOR THE REMAINDER OF THE YEAR.

1. IF GOVERNING BODY STUDY SESSION DATES ARE APPROVED, CONSIDERATION OF APPROVING THE AMENDED 2026 GOVERNING BODY AND COUNCIL COMMITTEE CALENDAR TO INCLUDE THE GOVERNING BODY SESSION DATES.

MOTION A motion was made by Councilor Castro, seconded by Councilor Cassutt, to approve option 2 as a schedule for Study Sessions.

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

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

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to make the first Study Session, to be held on July 1st, on the issues of Housing.

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

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

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

The City Attorney recommended that the Governing Body enter into Executive Session.

A. EXECUTIVE SESSION

IN ACCORDANCE WITH THE OPEN MEETINGS ACT NMSA 1978, SECTION 10-15-1, SUBPART (H)(7), DISCUSSIONS SUBJECT TO THE

ATTORNEY-CLIENT PRIVILEGE PERTAINING TO THREATENED OR PENDING LITIGATION IN WHICH THE PUBLIC BODY IS OUR MAY BECOME A PARTICIPANT.

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to enter into Executive Session in accordance with the Open Meetings Act NMSA 1978, Section 10-15-1, Subpart (H)(7).

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

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

The Governing Body entered into Executive Session at 7:45 pm.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Garcia, to reconvene in open session and that no action was taken during the Executive Session.

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

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

The Governing Body reconvened in open session at 8:15 pm.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-_____. 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.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN.

Introduced.

C. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Introduced.

18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

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

Stephanie Beninato. Ms. Beninato spoke in support of the re-consideration of the Fee In Lieu Of program.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2026-6. ADOPTION OF ORDINANCE 2026-_____. A BILL APPROVING THE GROUND LEASE AND DEVELOPMENT AGREEMENT OF A CITY-OWNED BUILDING, THE MIDTOWN VISUAL ARTS CENTER, WITH MIDTOWN ARTS AND DESIGN ALLIANCE, LLC.

Stephanie Beninato. Ms. Beninato spoke in support of the lease.

Cheryl Odom. Ms. Odom spoke in support of the lease.

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Cassutt, to approve Bill No. 2026-6.

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

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

B. .CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-_____. 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 OF 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 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 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 item was postponed.

Councilor Castro left the meeting.

C. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION APPROVING THE ADOPTION OF THE SANTA FE MIDTOWN METROPOLITAN REDEVELOPMENT AREA PLAN.

Stephanie Beninato. Ms. Beninato expressed her concerns around the designated area and the process.

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Cassutt, to approve Resolution No. 2026-_____.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING.

None.

21. APPOINTMENTS

A. VETERANS ADVISORY BOARD

- **GARY DONATO - APPOINTMENT AS CHAIR - TERM ENDING 05/2028**
- **ARI JONTRY - APPOINTMENT - TERM ENDING 05/2028**

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Cassutt, to approve the appointments to the Veterans Advisory Board.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

B. SANTA FE CITY AND COUNTY ADVISORY COUNCIL ON FOOD POLICY

- **ERICA RENAUD - APPOINTMENT AS CITY OF SANTA FE REPRESENTATIVE - TERM ENDING 03/2028**

MOTION A motion was made by councilor Cassutt, seconded by Councilor Bustamante, to approve the appointment to the Santa Fe City and County Advisory Council on Food Policy.

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

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Bustamante, yes.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 8:55 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

.

GOVERNING BODY MEETING
EXECUTIVE SESSION
June 10, 2026

The Governing Body of the City of Santa Fe met in an executive session duly called on June 10, 2026, beginning at 7:54 p.m.

The following was discussed:

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

PRESENT
Mayor Garcia
Councilor Barrett
Councilor Bustamante
Councilor Cassutt
Councilor Castro (Virtual)
Councilor Feghali
Councilor Garcia

NOT PRESENT
Councilor Chavez
Councilor Faulkner

STAFF PRESENT
Brian Moya, Interim City Manager
Andrea Philips, Deputy City Manager
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk

There being no further business to discuss, the executive session was adjourned at 8:12 p.m.

CITY OF SANTA FE ORGANIZED SEAL JULY 13, AD 1891 NEW MEXICO

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

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, 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. (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 $4,177,106.12 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 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

d. 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

e. 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. (Sam Burnett, Public Works Director; jsburnett@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

    a. Public Comment

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.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 24, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:02 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Chavez**	**3**
3.	**Salute to the NM Flag**	**Councilor Castro**	**3**
4.	**Invocation and Remembrances**	**Councilor Bustamante**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4-5**
8.	**Presentations**		
	a. Ins. Plan Renewals	**Heard**	**5**
	b. BPAC Report	**Heard**	**5**
9.	**Action Items: Consent Agenda**	**Approved**	**5-10**
17.	**Petitions From The Floor**	**Heard**	**10-11**
10.	**Action Items: Discussion Agenda**		
	a. Prof. Service Contract	**Approved**	**11**
	b. BAR	**Approved**	**11-12**
	c. Termination of Contract	**Denied**	**12-13**
	d. Ratification	**Approved**	**13**
	e. BAR		
11.	**Matters from the City Manager**	**Heard**	**13**
12.	**Matters from the City Attorney**	**None**	**13**

13.	**Executive Session Action Items**	**None**	**13**
14.	**Matters from the City Clerk**	**Heard**	**13**
15.	**Communications from the Gov. Body**	**Heard**	**13**
16.	**Introduction of Legislation**		
	a. Resolution No. 2026-_____	**Introduced**	**13-14**
	b. Resolution No. 2026-_____	**Introduced**	**14**
18.	**Public Comment on Bills**		
	a. Bill No. 2026-12	**None**	**14**
19.	**Final Action on Legislation**		
	a. Bill No. 2026-9	**Approved**	**14-15**
20.	**Public Hearings**	**None**	**15**
21.	**Appointments**		
	a. SF River Commission	**Approved**	**15-15**
22.	**Adjourn**	**Adjourned at 9:01 pm**	**16**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 24, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:00 pm, on Wednesday, June 24, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR GARCIA

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR CHAVEZ

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR CASTRO

Given.

5. ROLL CALL

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

MEMBERS ABSENT
Councilor Jamie Cassutt, excused

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

6. APPROVAL OF AGENDA

Councilor Faulkner stated that she had an exception to hearing item 10 N.

MOTION A motion was made by Mayor Garcia, seconded by Councilor Garcia, to suspend the procedural rules to hear item 10 C.

VOTE The motion passed on a roll call vote of 4 yes and 3 no, as follows:

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, no; Councilor Feghali, no; Councilor Bennett, yes; Councilor Faulkner, no; Councilor Garcia, yes.

Councilor Feghali asked to move item 8 B to before item 8 A.

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

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

7. APPROVAL OF CONSENT AGENDA

Ms. Cardenas stated that item 9 N has been removed to hear Amendments.

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

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

8. PRESENTATIONS

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.

Given.

A. PRESENTATION ON FY27 POLICY PERIOD INSURANCE PLAN RENEWALS.

Given.

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, 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, AND 416.

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BR) 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.

Approved on consent.

C. REQUEST FOR APPROVAL OF THE NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT FIREFIGHTER RECRUITMENT FUND 24-Z15036-1124 IN THE TOTAL AMOUNT OF $12,792 TO SUPPORT SANTA FE FIRE DEPARTMENT (SFFD) EQUIPMENT REIMBURSEMENT PROGRAM.

Approved on consent.

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 OF $2,000,000 FROM WATER WIP CONSTRUCTION TO NEW MEXICO STATE ENGINEER FOR CRITICAL DAM MAINTENANCE AND IMPROVEMENTS AT NICHOLS DAM.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

G. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT #26-0125 WITH KIWANIS CLUB OF SANTA FE TO INCREASES COMPENSATION BY $51,179.80 FOR EVENT MANAGEMENT SERVICES FOR THE CITY'S FOURTH OF JULY CELEBRATIONS.

Approved on consent.

H. REQUEST FOR APPROVAL FO INTERGOVERNMENTAL AGREEMENT #27-624-4000-0024 WITH NEW MEXICO AGING AND 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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

K. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO COLLECTIVE BARGAINING AGREEMENT ITEM #25-0232 WITH 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.

Approved on consent.

L. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CARR, RIGGS AND INGRAM, LLC FOR AUDIT SERVICES FOR FISCAL YEAR 2026 IN THE TOTAL AMOUNT OF $360,483 THROUGH JUNE 30, 2027.

Approved on consent.

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.

Approved on consent.

N. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN.

Amendment C - Interfaith Project

Public comment in response to a question from a Councilor as to what lessons Interfaith learned from the issues at their previous location.

Mr. Kent Grubbs. Mr. Grubbs said they would not tolerate any criminal activity on our property. We are partnering with another organization to look at the surrounding area to provide protection and a buffer zone through teams canvassing the designated area on a regular schedule. There will be a collaboration with first responders and the Police Department as to who is responsible for what. A protocol will be designed.

Marisol Atkins. Ms. Atkins said we have clear language in our operations that we will have street outreach and are committed to have collaboration with other entities.

Councilor Question. What has been done to improve leadership moving in the right direction.

Marisol Atkins. Ms. Atkins said communication has taken place. We have been in communication with Urban Alchemy, not necessarily to partner with them, but to work together. We have letters from 19 organizations who want to work with us.

Kent Grubbs. Mr. Grubbs said we have the support of the other players in this ecosystem. They have indicated their intent to have a physical presence on our campus. He does not think the Governing Body fully understands what we have done toward this project.

MOTION A motion was made by Councilor Castro, seconded by Councilor Feghali, to approve Amendment C adding the Interfaith project to the ICIP list.

VOTE The motion failed on a roll call vote of 4 no and 3 yes, as follows:

Councilor Faulkner, no; Councilor Feghali, yes; Councilor Garcia, no; Councilor Bustamante, no; Councilor Castro, yes, Councilor Chavez, no; Councilor Barrett, yes.

Amendment K - Ragle Park Public Restrooms

Councilor Faulkner left the meeting for a brief time.

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante to approve Amendment K adding the Ragle Park project to

the ICIP list.

VOTE The motion passed on a roll call vote of 5 yes and 1 no as follows:

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

Amendment M - Genoveva Chavez deferred maintenance project

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve Amendment M adding the Genoveva Chavez project to the ICIP list.

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

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

Amendment M - Bicentennial Pool deferred maintenance

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve Amendment M adding the Bicentennial Pool project to the ICIP list.

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

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

Amendment O - Southside Library deferred maintenance.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Castro, to approve Amendment O adding the Southside Library project to the ICIP list.

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

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

MOTION A motion was made by Councilor Castro, seconded by Councilor Feghali, to approve the Resolution as amended.

Councilor Feghali, yes; Councilor Garcia, yes; Councilor Bustamante, yes;

Councilor Castro, yes, Councilor Chavez, yes; Councilor Barrett, yes.

Councilor Faulkner returned to the meeting.

MOTION A motion was made by Councilor Castro, seconded by Councilor Feghali, to move to Petitions From the Floor as the next agenda item:

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

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

17. PETITIONS FROM THE FLOOR

Jim Heath. Mr. Heath stated that he is involved with the development and funding to build a facility similar to the Paolo Celery on Midtown. He wanted to inform you and get a sense of things.

No Name Given. We speak English in America. When you speak you need to speak in English. You only consider projects you want.

Kevin Raft, District 2. Mr. Raft said thank you for your honest and open comments tonight. It is the community who will take the ROC project forward.

Erica Kidd. Ms. Kidd spoke in favor of the ROC program and proposal.

Jamie Blosser. Ms. Blosser said she is grateful for your unanimous support for our ground lease at Midtown and in support of the City advocating for MADA to be included in the ICIP list.

Jean Palmer. Ms. Palmer spoke in support of the ROC project.

Kathy Collins. Ms. Collins thanked all of the Council for including our Habitat for Humanity project on the ICIP list.

Adam John Griego, SF county. Mr. Griego thanked Councilor Bustamante for the question on the Interfaith project on lessons learned. If not Interfaith, then who to handle a no barrier shelter. Kudos to you on how you handled the situation.

Cupcake. Spoke to the need for the shelter. He stated at the information on line is useless. He is still one pay check away from being homeless. Everyone deserves to have housing as a basic need.

Steven Fox. Mr. Fox spoke to a United Nations branch in Santa Fe.

Rachel Thompson. Ms. Thompson spoke in support of the fines for speeding and aggressive driving and that she loves the idea of the proposal to close the streets around the Plaza during the summer and supports a low barrier shelter.

Dillon Swechgle. Mr. Swechgle spoke to his disappointment with the decision on the ROC project.

Gina Aranda. Ms. Aranda spoke in support of the low barrier shelter and her Appreciation of those of you giving respect to those of us who work with the homeless. Your time and eye contact is appreciated. She wants to have a say in how her tax dollars are spent.

Madison Figuero. Ms. Figuero spoke against pit production at LANL.

Stephanie Beninato. Ms. Beninato spoke of her disappointed in the vote on the ROC inclusion on the iCIP list and on her not receiving the documents from the IPRA request she made.

Greg Mello. Mr. Mello spoke against the pit production at LANL.

O. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Approved on consent.

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 $1,160,000.00 INCLUDING NMGRT FOR A FOUR-YEAR TERM.

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to approve the contract.

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

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.

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

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

C. 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 vote OUTREACH FOR HOMELESSNESS SERVICES.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to deny the request.

CALL THE QUESTION Councilor Barrett called the question, seconded by Councilor Castro.

VOTE ON CALLING THE QUESTION The motion passed on a roll call vote as follows:

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

VOTE ON THE MAIN MOTION The motion passed on a roll call vote as follows:

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor

Garcia, yes.

D. REQUEST FOR RATIFICATION OF $11,027,934 IN FEDERAL FINANCIAL ASSISTANCE FROM U. S. DEPARTMENT OF INTERIOR TO CITY OF SANTA FE.

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

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

E. 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).

MOTION A motion was made by Councilor Chavez, seconded by Councilor Bustamante, to approve the BAR.

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

None.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

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

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION AMENDING RESOLUTION NOS, 2014-49 AND 2016-80 TO CLOSE 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.

Introduced.

18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

A. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-_____. 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.

No public comment was made.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-_____. 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 OF 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 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 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.

Stephanie Beninato. Ms. Beninato spoke in support of the Bill.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to approve Bill No. 2026-9.

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

None.

21. APPOINTMENTS

A. SANTA FE RIVER COMMISSION

- **TANYA TRUJILLO - APPOINTMENT - TERM ENDING 02/2029**
- **JESSIE SHAPIRO - APPOINTMENT - TERM ENDING 02/2029**

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Castro, to approve the appointments to the Santa Fe River Commission.

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

Councilor Bustamante, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Feghali, yes; Councilor Bennett, yes; Councilor Faulkner, yes; Councilor Garcia, yes.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 9:01 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

Agenda

Regular Meeting of the Governing Body
June 25, 2026 at 4:00 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 Cassutt
3. Salute to the New Mexico Flag

a. Councilor Feghali

4. Invocation and Rememberances

   a. Councilor Barrett

5. Roll Call

6. Approval of Agenda

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

   a. **Appeal # 2026-12028-APPL of Case # 2025-11380.** The Old Santa Fe Association Appeals the Planning Commission's February 5, 2026, Decision Approving a Development Plan by Titan Development to Build a Four-Story, 150-Room Marriott Hotel on a 3.4-Acre Parcel at 1000, 1101 and 1103 Cerrillos Road. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

8. Executive Session

   a. In accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(3) deliberations by a public body in connection with an administrative adjudicatory proceeding.

9. Adjourn

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

SUMMARY OF ACTION
SPECIAL MEETING OF THE GOVERNING BODY
THURSDAY, JUNE 25, 2026, 4:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 4:05 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Cassutt**	**3**
3.	**Salute to the NM Flag**	**Councilor Feghali**	**3**
4.	**Invocation and Remembrances**	**Councilor Barrett**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Public Hearings**		
	a. Appeal	**Denied**	**4-6**
8.	**Executive Session**	**None**	**6**
9.	**Adjourn**	**Adjourned at 9:18 pm**	**6-7**

SPECIAL MEETING OF THE GOVERNING BODY
THURSDAY, JUNE 25, 2026, 4:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 4:00 pm, on Thursday, June 25, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR CASSUTT

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR FEGHALI

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR BARRETT

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Lee Garcia
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

MEMBERS ABSENT
Councilor Pilar Faulkner, excused

Councilor Amanda Chavez

OTHERS PRESENT
Andrea Phillips, Deputy City Manager
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk
Frank Ruybalid, Assistant City Attorney
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

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

VOTE The motion passed on a voice vote.

7. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

A. APPEAL # 2026-12028-APPL OF CASE # 2025-11380. THE OLD SANTA FE ASSOCIATION APPEALS THE PLANNING COMMISSION'S FEBRUARY 5, 2026, DECISION APPROVING A DEVELOPMENT PLAN BY TITAN DEVELOPMENT TO BUILD A FOUR-STORY, 150-ROOM MARRIOTT HOTEL ON A 3.4-ACRE PARCEL AT 1000, 1101 AND 1103 CERRILLOS ROAD.

Mayor Garcia reviewed the hearing process.

Mr. Ruybalid, Assistant Attorney for the City of Santa Fe, presented the staff report. The Appellant and the Applicant presented their cases.

There were no questions for staff from the parties.

Sworn Public Comment

Hilario Romero. Mr. Romero spoke in favor of the appeal.

Matt Johns. Mr. Johns spoke against the appeal.

Anna Hansen. Ms. Hansen spoke against the development of the hotel and issues with the intersection.

Rick Martinez. Mr. Martinez spoke about staff finding issues and the

development proposal.

Mary Charlotte Armande. Ms. Armande spoke in favor of the appeal based on the original application not meeting the standards.

Fletcher Catron. Mr. Catron spoke about the traffic issues.

Maya Martinez. District 1. Ms. Martinez spoke about traffic safety and what is best for citizens and not developers.

Donald Sorouza. Mr. Sorouza spoke to the public not being listened to saying, we have to live with the traffic and congestion.

Nancy Fey. Ms. Fey spoke about zoning laws and environmental impacts.

Judith Gabriel, District 2. Ms. Gabriel spoke about an incomplete application and that it should be dismissed on that alone. It is a very dangerous intersection.

Rachel Orick. Ms. Orick spoke about issues regarding the saturation of tourism.

Mike Bowen. Mr. Bowen spoke about traffic issues in the intersection area.

Stacey Foils. Ms. Foils spoke about the laws we have and the statutes we have to follow. These people did not respect our laws.

Pen La Farge. Mr. La Farge spoke about traffic issues and the aesthetics.

Jan Bower. Ms. Bower spoke against the hotel project.

Elizabeth West. Ms. West spoke against the hotel project.

Barbara Fix. Ms. Fix spoke about the traffic and congestion concerns.

Judy. Judy spoke about the traffic and proximity to the Deaf School.

Pelican Lee. Ms. Lee spoke against the hotel project.

Joe Simmons. Mr. Simmons spoke saying, as an architect, if the applicant has met all the rules and regulations to develop then they are allowed to develop. Look at a solution for the traffic issues. They have complied with the Land Use Code.

Kari. Kari spoke to the issues with the site of the development and the look of

the hotel.

Tony Melmet. Mr. Melmet spoke to the residents not wanting this development.

Donna Rivera Atencio. Ms. Atencio spoke about being stewards of water, the economy and supporting hotels already invested in Santa Fe and dealing with the homeless issues.

MaryAnn Zigler, District 2. Ms. Zigler spoke to the process of this development.

Rosemary Romero. Ms. Romero spoke about cumulative impacts on the area.

Randy Bell. Mr. Bell spoke in favor of the appeal as President of the Old Santa Fe Association and the data provided.

Peter McCarthy. Mr. McCarthy spoke to the intersection and traffic dangers and issues.

Bob White. Mr. White spoke to a bad traffic design for the development.

Stephanie Beninato. Ms. Beninato spoke against the hotel project.

Laura Miller. Ms. Miller spoke to issues around how this project will effect the surrounding area.

Steven. Steven spoke about the existing traffic congestion now.

Rachel Thompson, District 2. Ms. Thompson spoke about walking around this hotel development.

Beverly Spears. Ms. Spears spoke in favor of the appeal and its legal merit saying, the location is wrong and the architecture is ugly. Four stories is offensive.

Seth Friedman. Mr. Friedman spoke about lowering the status of the City's livability and tasteful development.

Ocou Oppenheimer. Mr. Oppenheimer spoke in favor of the legal appeal.

Governing Body Questions

New Evidence Questions from Appetent

New Evidence Questions from Applicant

Closing Statement from Appetent.
Closing Statement from Applicant.

The Public Hearing was closed.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Castro, to deny the appeal on the grounds that substantial evidence supported the Planning Commission's February 5, 2026, decision approving the AC Marriott Hotel project at 100,1101, and 1103 Cerrillos Rd.

FRIENDLY AMENDMENT Councilor Cassutt proposed a friendly amendment to the motion that a condition be added that there be a letter from NMDOT stating that this is a valid traffic impact analysis and that it meets their standards. If so, they can proceed with the normal process. If it does not meet their standards, it will be remanded back to the Planning Commission with a new traffic impact analysis to be performed for further fact and finding.

The maker and seconder of the motion agreed with the amendment.

VOTE ON AMENDED MOTION The amended motion passed on a roll call vote of 3 yes, 1 no and 1 abstention, as follows:

Councilor Barrett, yes; Councilor Bustamante, no; Councilor Castro, abstained, Councilor Feghali, yes; Councilor Garcia, yes; Councilor Cassutt, yes.

Mr. Martinez stated that in this case, an abstention counts as acquiescence so it is a yes vote.

The appeal was denied with the condition as stated by Councilor Cassutt.

8. EXECUTIVE SESSION

A. IN ACCORDANCE WITH THE OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(3) DELIBERATIONS BY A PUBLIC BODY IN CONNECTION WITH AN ADMINISTRATIVE ADJUDICATORY PROCEEDING.

An Executive Session was not necessary.

9. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 9:18 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

CITY OF SANTA FE

The Purchasing Memo

Date: June 1, 2026

Finance Committee/ Governing Body

From: Erin Gomez, Contract Administrator

Via: Eric Candelaria, ITT Department Director Eric Candelaria (Jun 1, 2026 13:14:37 MDT)

Subject: Mainline Information Systems Amendment 4

Vendor Name: Mainline Information Systems

Munis Vendor Number: 3408

ITEM AND ISSUE:

ITT Department Respectfully Requests Your Review and Approval of Amendment #4 to Solutions Agreement Item #22-0176 with Mainline Information Systems to add Additional Products, Extend the Term by One Year, and Increase the Compensation in the Total Amount of $441,580.88 not to Exceed $1,480,454.36 Including NMGRT. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov).

CONTRACT NUMBER:

The FY25 Munis contract number is 3203279.

BACKGROUND AND SUMMARY:

The Information Technology and Telecommunications (ITT) Department bears the critical responsibility of ensuring robust security and preservation of the City's data and information assets. In today's increasingly complex digital landscape, comprehensive cybersecurity measures are essential to maintaining the integrity, confidentiality, and availability of municipal records and documentation.

Our security strategy emphasizes proactive risk management rather than reactive incident response. Through this proposed agreement, ITT will implement enterprise-grade security information and event management (SIEM) capabilities alongside continuous vulnerability assessment protocols. Additionally, we will engage Mainline Information Systems as our dedicated Security Operations Center (SOC) provider to deliver expert threat detection and response solutions.

This strategic partnership will enable real-time security monitoring, threat intelligence integration, and coordinated incident response between Mainline Information System’s specialized personnel and our internal

ITT security team. This collaborative approach strengthens our security posture while maximizing operational efficiency and cybersecurity expertise.

This document constitutes the third amendment to Solution Agreement #22-0176, extending the contract term by one full year, increasing the total compensation by $441,580.88, and expanding the scope to include additional product offerings.

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT EAS/ 6203600

Munis Object Name/Number: Software Subscriptions/ 530710

Budget Officer / Designee: Andy Hopkins **Date:** 06/11/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/18/2026

AP

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (Jun 1, 2026 13:14:37 MDT) **Title:** _____ **Date:** 06/01/2026

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:

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #2 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #1 to Solutions Agreement Item#22-0176

Mainline Information Systems Solutions Agreement Item#22-0176

Cooperative Purchasing Agreement #21-0149

Mainline Information Systems Quote

Mainline Information Systems COI

Mainline Information Systems W9

Item#_____
Munis Contract#3203279
Original Contract Item# 22-0176
Cooperative Purchasing Agreement#: NCPA-21-0149 Contract 01-96

CITY OF SANTA FE
AMENDMENT No. 4 TO
SOLUTIONS AGREEMENT #22-0176

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc./Mainline Information Systems (the "Contractor"). The date of this Amendment shall be the date of the last signature below.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in Proposal MIS-171042-1-3 and Proposal MIS-171042-1-4 attached herein.

B. Pursuant to Article 12 (Term and Renewal) of the Arctic Wolf Networks, Inc. Solutions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>COMPENSATION</u>

The compensation is hereby amended to increase in the total amount of four hundred forty-one thousand, five hundred eighty dollars and eighty-eight cents ($441,580.88) based on the fixed prices described in the attached MIS-171042-1-2 Proposal:

The City shall pay to the Contractor a total not to exceed one million, four hundred eighty thousand, four hundred fifty-four dollars and thirty-six cents ($1,480,454.36) which includes any applicable gross receipts tax.

2. **TERM**

The term of this Agreement is hereby extended to August 31st, 2027, unless terminated per the terms of this Agreement.

3. **ASSIGNMENT**

Arctic Wolf Networks, Inc./Mainline Information Systems has been acquired by Pellera Technolgies. The Agreement is now assigned to Pellera Technologies.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the date of last signature below.

CITY OF SANTA FE:

MICHAEL GARCIA, CITY MAYOR

DATE:_____

CONTRACTOR:
PELLERA TECHNOLOGIES

Nick Jacobson

NICK JACOBSON, DIRECTOR OF OPERATIONS

DATE: May 29, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (May 29, 2026 14:05:45 MDT)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 18, 2026 16:29:19 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

CITY OF SANTA FE

The Purchasing Memo

Date: May 22, 2025

Finance Committee/ Governing Body

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director/ Larry Worstell, ISD Manager

Subject: Mainline Information Systems Amendment 3

Vendor Name: Mainline Information Systems

Munis Vendor Number: 3408

ITEM AND ISSUE:

ITT Department Respectfully Requests Your Review and Approval of Amendment #3 to Solutions Agreement Item #22-0176 with Mainline Information Systems to add Additional Products, Extend the Term by One Year, and Increase the Compensation in the Total Amount of $323,605 not to Exceed $1,038,873.48 Including NMGRT. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov; Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3203279.

BACKGROUND AND SUMMARY:

The Information Technology and Telecommunications (ITT) Department bears the critical responsibility of ensuring robust security and preservation of the City's data and information assets. In today's increasingly complex digital landscape, comprehensive cybersecurity measures are essential to maintaining the integrity, confidentiality, and availability of municipal records and documentation.

Our security strategy emphasizes proactive risk management rather than reactive incident response. Through this proposed agreement, ITT will implement enterprise-grade security information and event management (SIEM) capabilities alongside continuous vulnerability assessment protocols. Additionally, we will engage Mainline Information Systems as our dedicated Security Operations Center (SOC) provider to deliver expert threat detection and response solutions.

This strategic partnership will enable real-time security monitoring, threat intelligence integration, and coordinated incident response between Mainline Information System’s specialized personnel and our internal

ITT security team. This collaborative approach strengthens our security posture while maximizing operational efficiency and cybersecurity expertise.

This document constitutes the third amendment to Solution Agreement #22-0176, extending the contract term by one full year, increasing the total compensation by $323,605, and expanding the scope to include additional product offerings.

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Software Subscriptions/ 530710 ($259,605.00)

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT EAS/ 6203600

Munis Object Name/Number: Software Subscriptions/ 530710 ($61,000.00)

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Service Contracts/ 510310 ($3,000.00)

Budget Officer / Designee: Andy Hopkins **Date:** 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 05/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

Approval: Eric Candelaria Eric Candelaria (May 22, 2025 14:09 MDT) **Title:** _____ **Date:** 05/20/2025

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:

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #2 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #1 to Solutions Agreement Item#22-0176

Mainline Information Systems Solutions Agreement Item#22-0176

Cooperative Purchasing Agreement #21-0149

Mainline Information Systems Quote

Mainline Information Systems COI

Mainline Information Systems W9

Item# 25-0202
Munis Contract# 3203279
Original Contract Item# 22-0176
Cooperative Purchasing Agreement#: NCPA-21-0149 Contract 01-96

CITY OF SANTA FE
AMENDMENT No. 3 TO
SOLUTIONS AGREEMENT

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Arctic Wolf Networks, Inc.** (the "Contractor"). The date of this Amendment shall be the date of the last signature below.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in proposal MIS-130280-1 attached herein.

B. Pursuant to Article 1 of the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK

   A. Article 1 of the Contract is amended to provide additional products for the city listed on Quote# MIS-144185-1 including: Arctic Wolf MDR Data Explorer, Arctic Wolf 200 Series Sensor, Arctic Wolf Managed Security Awareness Service, Arctic Wolf Managed Security Awareness Plus Add on, and Arctic Wolf Sensor/Scanner Shipping.

2. COMPENSATION

   A. The compensation is hereby amended to increase in the total amount by Three hundred twenty-three thousand, six hundred five dollars. ($323,605).

   B. The increase in compensation brings the total amount of the agreement to One million, thirty-

eight thousand, eight hundred seventy-three dollars and forty-eight cents ($1,038,873.48).

C. The additional compensation shall be paid in equal monthly installments according to the payment schedule in the original agreement.

D. Except as specifically amended herein, all other terms and conditions of the Contract regarding compensation shall remain in full force and effect.

3. TERM

A. The term of this Agreement is hereby extended to May 31, 2026, unless earlier terminated as provided herein.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the date of last signature below.

CITY OF SANTA FE:

Alan Webber (May 29, 2025 22:11 EDT)

ALAN WEBBER, CITY MAYOR

DATE: 05/29/2025

CONTRACTOR:
Arctic Wolf Networks, Inc.

Pablo Garfunkel (May 22, 2025 13:13 EDT)

PABLO GARFUNKEL, VP OF OPERATIONS

DATE: 05/22/2025

Registration # 136891

ATTEST:

ANDREA SALAZAR (May 30, 2025 20:13 MDT)

ANDRÉA SALAZAR, CITY CLERK

GB MTG 05/28/25

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (May 22, 2025 11:12 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

DocuSign Envelope ID: DFD4D501-626D-465F-A352-842A1D5F3CF9

Item# 24-0348
Munis Contract# 3203279
Original Contract Item# 22-0176
SWPA/GSA/Coop/RFP/ITB #: NCPA-ITEM #21-0149 Contract 01-96

CITY OF SANTA FE
AMENDMENT No. 2 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE AND ARTIC WOLF
ITEM# 22-0176

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in proposal MIS-130280-1 attached herein.

B. Pursuant to Article 1 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

The compensation with the Contractor is as follows:

- Original Contract signed April 20, 2022 with Quote MIS-91746-1-1 of $224,993.98;
- Amendment #1 signed May 14, 2023 with Quote MIS-105986-1 of $231,301.50 increasing the total compensation to $456,295.48; and
- Amendment #2 with Quote MIS-130280-1 of $258,973.00 for a total compensation of $715,268.48.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed $715,268.48 including gross

receipts taxes.

2. TERM:

Proposal MIS-105986-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-130280-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2024 through May 31, 2025.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (May 30, 2024 15:54 MDT)

ALAN WEBBER/MAYOR

DATE: May 30, 2024

CONTRACTOR:
Arctic Wolf Networks, Inc

DocuSigned by:
Andrew Hill
F17CA5B24F7DC48F...

DS
BS

ANDREW HILL

CHIEF LEGAL OFFICER & GC

DATE: 4/24/2024

CRS# _____

Registration # _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 24, 2024 16:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

DocuSign Envelope ID: 715122FC-5F48-46AC-989C-13843BEB724D

Item# 23-0214
Munis Contract# 3203279

AMENDMENT No. 1 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE AND ARCTIC WOLF
ITEM# 22-0176

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Solutions prescribed in proposal MIS-105986-1 attached herein.

B. Pursuant to Article 1 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

This Amendment No. 1 increases the amount of compensation to be paid by the City to Arctic Wolf by $231,301.50.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed $457,523.76 including gross receipts taxes.

DocuSign Envelope ID: 715122FC-5F48-46AC-989C-13843BEB724D

2. TERM:

Proposal MIS-91746-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-105986-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2023 through May 31, 2024.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:

Docu Sign ed by: DS

Andrew Hill 5495672D469...

General Counsel

Chief Legal Officer & GC

DATE: 4/20/2023

CRS#_____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

GB MTG 05/10/23

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 21, 2023 09:57 MDT)

SENIOR ASSISTANT CITY ATTORNEY

DocuSign Envelope ID: 715122FC-5F48-46AC-989C-13843BEB724D

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:26 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

SOLUTIONS AGREEMENT

This Solutions Agreement (the "***Agreement***") is a legal agreement entered into by and between the Customer identified in the signature block below ("***The City of Santa Fe***") and Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and governs any order forms, quotes, or other ordering document executed by the Customer ("***Proposal Number: MIS-91746-1***") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner which as of the Effective Date (defined below) is Mainline Information Systems but may be updated from time-to-time at Customer's election ("***Authorized Partner***"). This Agreement is effective on the date last executed in the signature block below (the "***Effective Date***"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "***Terms***"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope.**

1.1 **Solutions.** Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "***Solution***" or collectively, "***Solutions***") as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other enlity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	***Managed Risk Solution***	***Managed Security Awareness / Managed Security Awareness+ Solution ("MA/MA+")***
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)		

1.2 **License Grant.** The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***") for the one-time costs and subscription fees set forth therein (the "***Fees***"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

(i) Install, use and access the Software,
(ii) Use the Equipment for purposes of the use of the Solutions,
(iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
(iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
(v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at https://arcticwolf.com/privacy-policy-for-customer-portal-users/, as may be updated from time-to-time in accordance with Section 13 below (the ***"Privacy Notice"***),
(vi) Access and use the Platform features and functionality,
(vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
(viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at https://arcticwolf.com/terms/solutionsterms/, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the ***"Solutions Terms"***). "***Documentation***" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 **Future Functionality.** Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED $50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. **Equipment.** If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will

pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. **Professional Services.** In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. **Reservation of Rights and Ownership.** Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("***Arctic Wolf Technology***"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. **Restrictions, Responsibilities, and Prohibited Use.**

5.1 **Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; or (vii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy/, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 **Arctic Wolf Responsibilities.** Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms, and the Addendum set forth as Exhibit A attached hereto and incorporated herein by reference. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. **Customer Responsibilities.** Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("***Administrators***"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 **Anti-corruption.** In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "***FCPA***"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any. part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, export and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's country of residence, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer agrees not to export, re-export, provide, or transfer the Solutions outside of Customer's country of residence. Within Customer's country of residence, Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted persons list issued by Canada or identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such items.

6. Fees, Payment, Taxes, and Audit.

6.1 *Fees, Payment, & Taxes.* Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "***Point of Contact Information***"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b)

to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, Arctic Wolf may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "***Solutions Data***" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("***Aggregate/Anonymous Data***"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("***GDPR***")) of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at https://arcticwolf.com/terms/dpa/, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "***DPA***"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("***CCPA***") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The Parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada and Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 [INTENTIONALLY OMITTED]

9.3 Procedures. Arctic Wolf's indemnification obligations are conditioned on Customer: (a) providing the Arctic Wolf with prompt written notice of any claim, provided that the failure to provide such notice shall only limit Arctic Wolf's obligation to indemnify to the extent that the failure prejudices Arctic Wolf in its defense of the claim; (b) granting Arctic Wolf the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to Arctic Wolf in the defense or settlement of the claim at Arctic Wolf's expense. Notwithstanding the foregoing, Arctic Wolf (i) may not make an admission of fault on behalf of Customer without written consent, (ii) any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) Customer may join in the defense with its own counsel at its own expense..

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY

FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.3 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the ***"FCPA"***); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically terminate at the end of the Subscription Term unless the parties agree to renew the Subscription prior to the expiration of the then-current Subscription Term. The term shall not exceed the maximum term permitted under NMSA 1978, sec. 13-1-150.A, including all extensions and renewals.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the ***"Last Updated Date"*** within such documents and notify Customer via the Customer Portal, Customer newsletter, https://arcticwolf.com/terms/ website, or such other written communication method implemented by Arctic Wolf from time-to-time of any such changes. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any

Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and Arctic Wolf Technology contained within the Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed in accordance with Exhibit A.

15.6 [INTENTIONALLY OMITTED]

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum (***"BAA"***) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	**Customer:** City of Santa Fe
Signed: DocuSigned by: Nick Schneider C4088886A0884B0... DS	**Signed:** AMW
Name: Nick Schneider	**Name:** Alan Webber
Title: President & CEO	**Title:** Mayor
Date: 3/15/2022	**Date:**
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	**Notice Address:**

Exhibit A
ADDENDUM

This Addendum incorporates the additional terms and conditions in the Solutions Agreement (the "Agreement") between Arctic Wolf Networks, Inc. ("*Arctic Wolf*") and the CITY OF SANTA FE (CUSTOMER) to which this Addendum is attached as Exhibit A and incorporated therein by reference.

INDEMNIFICATION

Subject to Section 11 of the Agreement, ARCTIC WOLF shall indemnify, hold harmless and defend CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from ARCTIC WOLF's performance under this Agreement as well as the performance of ARCTIC WOLF's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

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

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by CUSTOMER, this Agreement shall terminate at the end of any prepaid annual Subscription Term upon written notice being given by CUSTOMER to ARCTIC WOLF. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by ARCTIC WOLF and shall be final.

RELEASE

ARCTIC WOLF, solely to the extent required by law, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Each party agrees not to purport to bind the other party to any obligation not assumed herein by such party unless a party has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

ARCTIC WOLF shall maintain all insurance typically carried by businesses of its type and shall, upon request by CUSTOMER, provide a certificate of insurance reflecting such coverage. At a minimum, Arctic Wolf agrees to maintain the following insurance levels per occurrence: Worker's Compensation and Employers' Liability at $1,000,000 (or, if greater, in compliance with statutory requirements), Commercial General Liability at $1,000,000, Errors & Omissions (Professional Liability, including Cyber) Coverage in an amount no less than $2,000,000, and Umbrella Liability at $2,000,000..

THIRD PARTY BENEFICIARIES

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

SEVERABILITY

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

Signature Lines required:

City of Santa Fe (Customer):

Alan Webber, City Mayor

Date: Apr 20, 2022

ARCTIC WOLF NETWORKS, INC.:

Name & Title Nick Schneider President & CEO

Date: 3/15/2022

Attest:

Kristine Bustos Mihelcic, City Clerk

GB MTG 04/13/2022

City Attorney's Office:

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director

National Cooperative Purchasing Alliance

Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement incorporates the additional terms and conditions in the addendum between NCPA and the City of Santa Fe.

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

By _____
Authorized Signature

Mayor
Title

Apr 26, 2021
Date

Fran Dunaway
Contact Person

Cheif Procurement Officer
Title of Contact

200 Lincoln Ave
Street Address

Santa Fe, NM 87501
City, State Zip

505-955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

National Cooperative Purchasing Alliance

By Jonathan Applegate
Jonathan Applegate (Apr 16, 2021 15:52 CDT)
Authorized Signature

Director, Operations
Title

Apr 16, 2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 26, 2021

NCPA

Jonathan Applegate
Jonathan Applegate (Apr 16, 2021 15:52 CDT)

NAME

DATE: Apr 16, 2021

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez
Marcos Martinez (Apr 15, 2021 09:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA 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.

New Mexico Tort Claims Act
Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

City of Santa Fe - Arctic Wolf

Proposal Number: MIS-144185-1 valid through 5/16/2025

Date: 3/25/2025

Prepared for:
John Lucero
ITT Chief Information Security Officer
City of Santa Fe
(505) 795-2349
jmlucero@santafenm.gov

Prepared by:
Doug Bench
Account Executive
Mainline Information Systems, LLC
(505) 994-0680
doug.bench@mainline.com

CONFIDENTIAL
PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, LLC using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

Mainline

City of Santa Fe - Arctic Wolf (MIS-144185-1-6)

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
AW-TOTAL-USER-GOLD	Arctic Wolf Total User License - Gold (MDR, MR, MA, IRJS) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	500	$175,500.00	$343.98	$218.01	$109,005.00
AW-TOTAL-SERVER-GOLD	Arctic Wolf Total Server License - Gold (MDR, MR, MA, IRJS) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	325	$104,325.00	$314.58	$200.66	$65,214.50
AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	825	$11,880.00	$14.11	$9.33	$7,697.25

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
AW-MDR-EXPLR	Arctic Wolf MDR Data Explorer Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	825	$24,750.00	$29.40	$18.81	$15,518.25
AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	5	$15,000.00	$2,940.00	$2,099.58	$10,497.90
AW-MDR-10XX-S-10GF	Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	4	$48,000.00	$11,760.00	$8,423.08	$33,692.32
AW-MDR-O365	Arctic Wolf MDR Office 365 user license Product stocked by manufacturer. Delivery times	1,800	$40,500.00	$22.05	$15.74	$28,332.00

Mainline

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
	vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00					
AW-MDR-LTDUSER	Arctic Wolf MDR limited user license Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	900	$18,000.00	$19.60	$11.34	$10,206.00
AW-MSAT-MA	Arctic Wolf Managed Security Awareness Service Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	900	$27,000.00	$29.40	$18.63	$16,767.00
AW-MSAT-MAP-ADDON	Arctic Wolf Managed Security Awareness Plus Add On Product stocked by manufacturer. Delivery times vary. Country of Origin: (None)	1,400	$16,800.00	$11.76	$7.46	$10,444.00

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
	Weight: 0.00 Dim Weight: 0.00					
AW-MSAT-CCP	Arctic Wolf Compliance Content Pack Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1,400	$16,800.00	$11.76	$7.78	$10,892.00
AW-CTI-TIPLUS	Arctic Wolf Threat Intelligence Plus Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1	$6,400.00	$6,272.00	$4,978.78	$4,978.78
AW-WARRANTY-750	Arctic Wolf Security Operations Warranty - $750k (Enrollment Required) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1	$0.01	N/A	N/C	N/C

Product Code	Product Name	Qty	Extended List	Contract Price	Unit Sales	Extended Sales
AW-PLATFORM-BASE	Arctic Wolf Aurora Platform Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	1	$15,000.00	$14,700.00	N/C	N/C
AW-SHP	Arctic Wolf Sensor/Scanner Shipping Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	3	$360.00	N/A	$120.00	$360.00
	Grand Total		**$520,315.01**			**$323,605.00**

This proposal is for budgetary and planning purposes only and cannot be executed

Terms & Conditions for Proposal Number: MIS-144185-1

Mainline is offering these products as a Reseller under the Promark NCPA Advanced Technology Solutions Aggregator Contract 01-169, an OMNIA Partners contract. The NCPA Contract terms and conditions govern purchases under this contract. Please include reference to Promark NCPA Contract 01-169 and the Mainline proposal number on the Purchase Order to Mainline.

Price is valid through 5/16/2025 and subject to applicable taxes.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

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

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

PRODUCER	CONTACT NAME:	Cert Request	
Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404	PHONE (A/C, No, Ext):	650-488-8565	FAX (A/C, No):
	E-MAIL ADDRESS:	TechCertRequest@newfront.com	
www.newfront.com	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
INSURED	INSURER B : American Guarantee and Liability Ins Co		26247
Arctic Wolf Networks, Inc. 8939 Columbine Road Eden Prairie MN 55347	INSURER C : Liberty Surplus Insurance Corporation		10725
	INSURER D : Endurance American Specialty Ins Co		41718
	INSURER E : National Union Fire Ins Co Pittsburgh PA		19445
	INSURER F : Standard Fire Insurance Company		19070

COVERAGES **CERTIFICATE NUMBER:** 81744071 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			CPO 6029616 - 01	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			CPO 6029616 - 01	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB ✓ OCCUR			AUC 6003523 - 01	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC 6003520 - 02	9/1/2024	9/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions/Cyber			EO5NACTZNM002	9/1/2024	9/1/2025	E&O/Cyber Limit: $3,000,000	
D	Errors & Omissions/Cyber - Excess			MTE9046549 01	9/1/2024	9/1/2025	Excess Limit: $5,000,000	
E	Crime			01-481-68-64	8/17/2024	8/17/2025	Crime Limit: $5,000,000	

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

RE: Evidence of Insurance.

CERTIFICATE HOLDER

Evidence Only

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

Rod Sockolov

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Arctic Wolf Networks, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

8939 Columbine Road, Suite 150

6 City, state, and ZIP code

Eden Prairie, MN 55347

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	5	0	7	8	1	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	DocuSigned by: Aaron Boynton 62BF24D4ED7C449...	**Date**	4/24/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

DocuSign Envelope ID: C11C4F5A-7FFE-457B-B1BF-9EDE2DC8A0A0

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Signature: 

Email: xivigil@santafenm.gov

National Cooperative Purchasing Alliance

Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement incorporates the additional terms and conditions in the addendum between NCPA and the City of Santa Fe.

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

By _____
Authorized Signature

Mayor
Title

Apr 26, 2021
Date

Fran Dunaway
Contact Person

Cheif Procurement Officer
Title of Contact

200 Lincoln Ave
Street Address

Santa Fe, NM 87501
City, State Zip

505-955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

National Cooperative Purchasing Alliance

By Jonathan Applegate
Jonathan Applegate (Apr 16, 2021 15:52 CDT)
Authorized Signature

Director, Operations
Title

Apr 16, 2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 26, 2021

NCPA

Jonathan Applegate
Jonathan Applegate (Apr 16, 2021 15:52 CDT)

NAME

DATE: Apr 16, 2021

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez
Marcos Martinez (Apr 15, 2021 09:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA 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.

New Mexico Tort Claims Act
Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

City of Santa Fe - Arctic Wolf 2026 renewal

Proposal Number: MIS-171042-1 valid through 4/30/2026

Date: 3/9/2026

Prepared for:
City of Santa Fe
1600 Saint Michaels Dr
Mouton Hall, Bldg 24
Santa Fe, NM 87505

Prepared by:
Dan Jensen
Account Executive
Mainline Information Systems, LLC, a Pellera company
(801) 598-7353
dan.jensen@pellera.com

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Arctic Wolf 2026 Renewal (MIS-171042-1-3) Invoice 1

Product Code	Product Name	Qty	Start Date	End Date	Unit Sales	Extended Sales
AW-TOTAL-USER-GOLD	MDR MR MA IRJS + 12 TOUCHPOINTS ARCTIC WOLF TOTAL USER LICS - GOLD	500	06/01/2026	08/31/2026	$58.87	$29,435.00
AW-TOTAL-SERVER-GOLD	ARCTIC WOLF TOTAL SERVER LICS GOLD (MDR MR MA IRJS)	325	06/01/2026	08/31/2026	$54.22	$17,621.50
AW-MDR-3YR	MDR LOG RET 3YR SVCS ARCTIC WOLF MDR LOG RET 3YR	825	06/01/2026	08/31/2026	$3.78	$3,118.50
AW-MDR-EXPLR	ARCTIC WOLF MDR DATA	825	06/01/2026	08/31/2026	$5.08	$4,191.00
AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR	5	06/01/2026	08/31/2026	$567.09	$2,835.45
AW-MDR-10XX-S-10GF	1000SRS SENSOR 4X10G MM FIBER	4	06/01/2026	08/31/2026	$2,268.68	$9,074.72
AW-MDR-O365	ARCTIC WOLF MDR OFFICE 365 USER LICENSE	1,800	06/01/2026	08/31/2026	$4.26	$7,668.00
AW-MDR-LTDUSER	ARCTIC WOLF MDR LIMITED USER LICS	900	06/01/2026	08/31/2026	$3.07	$2,763.00
AW-MSAT-MA	ARCTIC WOLF MANAGED AWARENESS SVC ARCTIC WOLF MANAGED AWARENESS	900	06/01/2026	08/31/2026	$5.04	$4,536.00
AW-MSAT-MAP-ADDON	ARCTIC WOLF MANAGED SECURITY AWARENESS SERVICE USER	1,400	06/01/2026	08/31/2026	$2.02	$2,828.00
AW-MSAT-CCP	ARCTIC WOLF COMP CONTENT PK	1,400	06/01/2026	08/31/2026	$2.10	$2,940.00
AW-CTI-TIPLUS	THREAT INTEL REPORTS WEBINARS FEEDS	1	06/01/2026	08/31/2026	$1,343.99	$1,343.99
AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	1	06/01/2026	08/31/2026	$0.01	$0.01
	Grand Total					**$88,355.17**

All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Pellera's reasonable control. If such changes occur, Pellera may adjust pricing or cancel purchase orders, even after an order has been placed. Pellera also reserves the right to cancel this proposal and Client purchase orders arising from pricing changes and/or customer changes to Pellera or its supplier's planned delivery date. Pellera will work with Client to advise of any product or pricing changes that may affect this proposal.

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Arctic Wolf 2026 Renewal (MIS-171042-1-4) Invoice 2

Product Code	Product Name	Qty	Start Date	End Date	Unit Sales	Extended Sales
AW-TOTAL-USER-GOLD	MDR MR MA IRJS + 12 TOUCHPOINTS ARCTIC WOLF TOTAL USER LICS - GOLD	500	09/01/2026	08/31/2027	$235.44	$117,720.00
AW-TOTAL-SERVER-GOLD	ARCTIC WOLF TOTAL SERVER LICS GOLD (MDR MR MA IRJS)	325	09/01/2026	08/31/2027	$216.86	$70,479.50
AW-MDR-3YR	MDR LOG RET 3YR SVCS ARCTIC WOLF MDR LOG RET 3YR	825	09/01/2026	08/31/2027	$15.12	$12,474.00
AW-MDR-EXPLR	ARCTIC WOLF MDR DATA	825	09/01/2026	08/31/2027	$20.31	$16,755.75
AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR	5	09/01/2026	08/31/2027	$2,268.37	$11,341.85
AW-MDR-10XX-S-10GF	1000SRS SENSOR 4X10G MM FIBER	4	09/01/2026	08/31/2027	$9,074.66	$36,298.64
AW-MDR-O365	ARCTIC WOLF MDR OFFICE 365 USER LICENSE	1,800	09/01/2026	08/31/2027	$17.01	$30,618.00
AW-MDR-LTDUSER	ARCTIC WOLF MDR LIMITED USER LICS	900	09/01/2026	08/31/2027	$12.24	$11,016.00
AW-MSAT-MA	ARCTIC WOLF MANAGED AWARENESS SVC ARCTIC WOLF MANAGED AWARENESS	900	09/01/2026	08/31/2027	$20.16	$18,144.00
AW-MSAT-MAP-ADDON	ARCTIC WOLF MANAGED SECURITY AWARENESS SERVICE USER	1,400	09/01/2026	08/31/2027	$8.07	$11,298.00
AW-MSAT-CCP	ARCTIC WOLF COMP CONTENT PK	1,400	09/01/2026	08/31/2027	$8.36	$11,704.00
AW-CTI-TIPLUS	THREAT INTEL REPORTS WEBINARS FEEDS	1	09/01/2026	08/31/2027	$5,375.96	$5,375.96
AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	1	09/01/2026	08/31/2027	$0.01	$0.01
	Grand Total					**$353,225.71**

All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Pellera's reasonable control. If such changes occur, Pellera may adjust pricing or cancel purchase orders, even after an order has been placed. Pellera also reserves the right to cancel this proposal and Client purchase orders arising from pricing changes and/or customer changes to Pellera or its supplier's planned delivery date. Pellera will work with Client to advise of any product or pricing changes that may affect this proposal.

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Payment Schedule

Year 1 $88,355.17 invoiced upon proposal execution or PO issuance
Year 2 $353,225.71 invoiced one 9/1/2026

Pricing is based upon a (15) month commitment and as such, Client's issuance of a purchase order (PO) or signature on this proposal is Clients acknowledgment that the (15) month commitment is noncancelable. If Client requires a PO for this purchase, the PO shall cover the full term and total fees that are due for the (15) month commitment. If Client should default on any payment(s), Pellera shall have the right to declare all unpaid fees immediately due and payable.

Terms & Conditions for Proposal Number: MIS-171042-1

Mainline Information Systems, LLC, a Pellera company is offering these products as a Reseller under the Promark NCPA Advanced Technology Solutions Aggregator Contract 01-169, an OMNIA Partners contract. The NCPA Contract terms and conditions govern purchases under this contract. Please include reference to Promark NCPA Contract 01-169 and the Mainline Information Systems, LLC, a Pellera company proposal number on the Purchase Order to Mainline Information Systems, LLC, a Pellera company.

Price is valid through 4/30/2026 and subject to applicable taxes.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2025

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

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

PRODUCER	CONTACT NAME: Certificate Department
Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No): E-MAIL ADDRESS: techcertrequest@newfront.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C : American Zurich Insurance Company	40142
INSURER D : Liberty Surplus Insurance Corporation	10725
INSURER E :	
INSURER F :	

INSURED
Arctic Wolf Networks, Inc.
8939 Columbine Road
Eden Prairie MN 55347

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPO 6029616 - 02	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPO 6029616 - 02	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $			AUC 6003523-02	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 6003520 - 03	09/01/2025	09/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors and Omissions w/ Cyber Liability			EO5NACTZNM003	09/01/2025	09/01/2026	Each Claim Aggregate	$2,000,000 $2,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER

Evidence Only

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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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Arctic Wolf Networks, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

8939 Columbine Road, Suite 150

6 City, state, and ZIP code

Eden Prairie, MN 55347

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	5	0	7	8	1	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	DocuSigned by: Aaron Boynton 62BF24D4ED7C449...	**Date**	4/24/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2026

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

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

PRODUCER	CONTACT NAME: Certificate Department	
Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	PHONE (A/C, No, Ext): (415) 754-3635	FAX (A/C, No):
	E-MAIL ADDRESS: certs@newfront.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED Arctic Wolf Networks, Inc. 8939 Columbine Road Eden Prairie MN 55347	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CPO 6029616 - 02	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

City of Santa Fe is included as additional insured as respects to General Liability, but only to the extent required by written contract or agreement.

CERTIFICATE HOLDER

City of Santa Fe

200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Technology Liability Enhancement Endorsement - Minnesota

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. CPO 6029616 - 02	Effective Date: 09/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

a. Is newly acquired or formed during the policy period;

b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

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2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to “bodily injury” arising out of his or her providing or failing to provide:

(i) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or

(ii) "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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E. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

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(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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

a. Required by the written contract or written agreement referenced in Subparagraph **G.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **G.** shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – Other Persons or Organizations

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs **E.** through Paragraph **G.** of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph **H.** does not apply to any person or organization:

a. For “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional service;

b. For “bodily injury” or “property damage” included in the “products-completed operations hazard”; or

c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following is added to Section **III – Limits Of Insurance**:

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

a. Required by the written contract or written agreement referenced in Subparagraph **H.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **H.** shall not increase the applicable Limits of Insurance shown in the Declarations.

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I. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

J. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

K. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

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(2) Assumed in a written contract or written agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement. Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

L. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

M. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises, including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance.**

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

N. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

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Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Expanded Personal and Advertising Injury Definition

1. The "personal and advertising injury" definition under the **Definitions** Section is replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, harassment or segregation, based on sex, sexual orientation, gender identity, gender expression, marital status, race, creed, religion, national origin, age, physical capabilities or mental capabilities, except to the extent:

(1) Insurance for the discrimination, harassment or segregation is prohibited by law; or

(2) The discrimination, harassment or segregation directly or indirectly relates to the employment, prospective employment or termination of employment of any person or persons by any insured.

As used in this endorsement, discrimination, harassment or segregation includes continuous or repeated exposure to substantially the same general harmful conditions.

2. Solely for the purposes of Paragraph **1.h.** above, the following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Discrimination, Harassment Or Segregation Prior To Policy Period

"Personal and advertising injury" arising out of any discrimination, harassment or segregation which formed the basis of an offense before the beginning of the policy period.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

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In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

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(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Our rights do not apply against any person or organization insured, under this or any other Coverage Part we issue, with respect to the same "occurrence".

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. In Rem

Section **IV – Commercial General Liability Conditions** is amended to add the following:

In Rem

Any “suit” brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such “suit” were brought against the insured.

Z. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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GB-350-COOP-Arctic_Wolf_Amendment_4_to_Item#22-0176_packet

Final Audit Report 2026-06-18

Created:	2026-06-11
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA_DWfw_pNKi0kTHZCQiqFRd4ROrXvTwE
Documents:	Arctic_Wolf_Amendment_4_to_Item#22-0176_packet.pdf (63 pages) COI_-_City_of_Santa_Fe_-_Arctic_Wolf_Networks,_Inc.pdf (13 pages)
Number of Documents:	2
Document page count:	76
Number of supporting files:	0
Supporting files page count:	0

"GB-350-COOP-Arctic_Wolf_Amendment_4_to_Item#22-0176_packet" History

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Agreement completed.
2026-06-18 - 10:29:19 PM GMT

Purchasing Memo

Date: May 30, 2026

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

Via: Sam Burnett, Interim Public Works Director SB

Carol Swenson, Public Works Business Operations Manager CS YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director M Mc

From: Sean Moody, Public Works Capital Projects Manager SM SM

Subject: GIS and Asset Management Integration and Capacity Building

Vendor Name: Langan LLC

Munis Vendor Number: 11259

ACTION:
Request for Approval of a Professional Services Agreement with Langan LLC for Software Consulting Services to Integrate OpenGov Enterprise Asset Management and Geographic Information Services Systems in the Total Amount of $600,000 Through June 30, 2030. (Sean Moody, Public Works Capital Projects Manager: sxmoody@santafenm.gov)

Committee Review

Public Works and Utilities Committee: June 29, 2026

Finance Committee: July 6, 2026

Governing Body: July 8, 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 3260374.

BACKGROUND AND SUMMARY:

Langan LLC is a professional consulting firm with expertise in geographical information systems which has been selected to assist the city in its implementation of the OpenGov Enterprise Asset Management (EAM) software platform to manage the city's capital assets. A four year, on-call hourly service agreement will be procured through an Interlocal Cooperation Contract between the City of Santa Fe and the State of Texas Department of Information Resources, which is a cooperative procurement agreement under NM Stat § 13-1-135 (2025) and NM Stat § 13-1-98 A. (2025).

Scope of services includes data integration and workflow coherence among Constituent Services, ITT/GIS (geographic Information systems), Public Works and Public Utilities; staff training and development; monitoring of public assets; enhancement of the city's existing GIS database and mapping capabilities; and assisting the Public Works Department in development of in-house GIS capabilities. Optional work may include selective data acquisition, such as a survey of pavement conditions, signage and striping, which will allow the Complete Streets Division to better manage and prioritize the maintenance and repair of the city's roads, open space trails and bicycle paths, and to respond more effectively to constituent requests.

Funding over term of the contract will be drawn from each fiscal year's operating budget within the Public Works Department's Administration office, the Complete Streets Division, and the Parks and Open Space Division. An initial purchase order is expected to be issued in July, 2026 once the city's FY2027 budget has been appropriated.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Public Works Administration/1006001

Munis Object Name/Number: Professional Contracts/510300

Future funding sources may include 1000471.570850(Complete Streets); 2310411.570850 (River and Watershed); 2554150.570850 (Parks and Open Space); and 1006001.570850 (Public Works – Software Purchases)

Budget Officer / Designee: Andy Hopkins **Date:** 06/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

AP
AP (Jun 4, 2026 10:18:47 MDT)

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/09/2026

CPO Comment/Exceptions: Texas Department of Information Coop DIR TSO IC718

ASSOCIATED APPROVALS:

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

Approval: Eric Candelaria (Jun 18, 2026 10:39:59 MDT) **Title:** Director, IT **Date:** 06/18/2026

Comment/Exceptions: previously approved see down below

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: PTW2623101

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

Comment/Exceptions: _____

ATTACHMENTS:
Professional Services Contract
Vendor's Quote
Horizons declination
CPO Service Determination Email
Department approval email from ITT
Procurement documents: Coop Master Agreement
Certificate of Liability Insurance (COI)

Item#: _____
Munis Contract#: 3260374

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 **LANGAN ENGINEERING, ENVIRONMENTAL, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY D.P.C.,** 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 13-1-135; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

Langan services will be provided on a task order basis, as requested by the City, and may include any of the following from the tasks below.

On-Call OpenGov Enterprise Asset Management & GIS Support Services

The Langan team may provide on-site and virtual OpenGov Enterprise Asset Management (EAM) and geographic information services (“GIS”) support services to maintain the City’s OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

• **Needs Assessment, Discovery, and Strategic Planning:** On-site and virtual needs assessment and discovery for the Parks and Open Space and Complete Streets divisions from the Public Works Department, the Constituent Services division of the Department of Community Engagement, the Department of Public Utilities, the Planning and Land Use Division of the Department of Community Development and the Information Technology and Telecommunication (ITT) Division. Ongoing discovery, planning, strategic planning and roadmap activities based on feedback and evolving goals of the City.

• **Training:** Development and delivery of additional job aids and remote online training for OpenGov EAM software and workflows for the City's end-users as quick reference guides. On-site or virtual training delivery and support for managers/supervisors and staff focused on OpenGov EAM workflow, GIS processes, and both OpenGovEAM and GIS software.

• **Maintenance and Administration of OpenGov EAM:** Development and delivery of guidance to perform the maintenance and administration of the OpenGov EAM software, Esri's ArcGIS platform, and related technologies and data, services, and applications hosted within each environment.

• **OpenGov Integration Support:** OpenGov EAM integration support for ArcGIS Enterprise, ArcGIS Online and associated Esri technologies and/or other enterprise business systems.

• **GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments:**

o Project management, discovery, support, and strategic planning.

o Data collection, configuration, modeling, and maintenance.

o GIS data configuration and attributing for OpenGov EAM.

o ArcGIS Enterprise and ArcGIS Online maintenance, administration and training.

o Web/Mobile application development, maintenance, & support, such as dashboards, Experience Builder, Instant Apps, Field Maps, and Survey123.

o IT and cloud resource support, maintenance and administration.

o GIS integration support and maintenance for other enterprise business systems.

• **On-demand User Support:** On-demand user support (response within 24 hours of receipt of request on standard business days M-F) technology support for the OpenGov EAM and ESRI GIS apps/tools and related technologies.

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to IT Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services and goods described in the scope of work, the City agrees to pay an amount to the Contractor of $554,592.72. The services and goods in the contract will require Gross Receipts Tax (GRT). The GRT on this contract is levied at the rate of 8.1875%, equaling $45,407.28. The total not to exceed compensation for the contract including GRT is $600,000.00. 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.

B. 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.

C. 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 **on June 30, 2030** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide

the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1)The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3)Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

4)Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

6. Appropriations

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

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all

sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City, provided, however, that Contractor can assign this Agreement, without consent, to a subsidiary of Contractor.

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, except as may be required by law or regulation.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract, upon payment by the City of amounts owed pursuant to the terms of this Agreement, shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

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

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

15. Entire Agreement.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the 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.
Cooperative 13-1-135

This Contract is issued against the Texas Department of Information Resources **DIR-CPO-6027** and the INTERLOCAL COOPERATION CONTRACT **DIR No: DIR-TSO-IC718**

(EXHIBIT B to this Contract), and through this language hereby incorporates this agreement

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 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), including 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 of $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 Contractual Liability coverage and be endorsed to include the City of Santa Fe their officials, officers, and employees, as additional insureds. Limits required herein may be satisfied by a combination of primary and excess/umbrella coverages.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit **of** $1,000,000 per accident.

C. **Broader Coverage and limits.** The insurance requirements under this Contract shall be the coverage and limits specified in this Contract**.** No representation is made that the 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 include the City as an additional insured and provide for 30 days cancellation notice for reasons other than the nonpayment of premium on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy affording additional insured coverage as required herein is primary over any other valid and collectible insurance and provide a waiver of subrogation where allowed by law except for Professional Libility.

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 (except against professional liability claims), indemnify and hold harmless the City from all third party actions, proceeding, claims and ~~,~~ demands ("Claims") and the~~,~~ costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of such Claims resulting from 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 or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent,

employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:
Brett Milburn, Director of Digital Solutions, Principal
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology D.P.C.
300 Kimball Drive, Suite 4
Parsippany, NJ 07054

To the Contractor:
Sean Moody, Capital Projects Manager
Public Works Department
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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

including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by Contractor or $100,000, whichever is greater.

35. Mutual Waiver of Consequential Damages

Contractor and City waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Contractor, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

CONTRACTOR:
LANGAN ENGINEERING, ENVIORNMENTAL, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY D.P.C.

Brett Milburn
Brett Milburn (May 28, 2026 17:24:50 EDT)

BRETT MILBURN, PRINCIPAL

DATE: May 28, 2026

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 28, 2026 16:57:15 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 18, 2026 10:50:57 MDT)

ANDREA PHILLIPS, FINANCE DIRECTOR

February 17, 2026

Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov

Re: On-Call OpenGov Asset Management & GIS Support Services

Dear Sean Moody,

Thank you for the opportunity to provide the City of Santa Fe, New Mexico (Santa Fe or City) with our proposal and scope of services for on-call OpenGov Enterprise Asset Management (EAM) and Geographic Information Systems (GIS) support services. Our approach to assist the City with its OpenGov EAM and GIS environments is described herein.

Project Understanding

To assist the City in its efforts, Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology D.P.C. (Langan) has prepared a scope of services based on the initial discussion with the City on August 26, 2025, and subsequent meetings. Based on these discussions, we understand the City would like to move forward with on-call OpenGov EAM and GIS service hours to assist with a variety of tasks. Langan leverages its strategic partnership with OpenGov to help clients implement and sustain robust enterprise asset management solutions, safeguarding performance through optimized workflows, data-driven insights, and long-term operational support. By supporting OpenGov's GIS-centric environment, we pair our Esri Gold partnership and associated specialties to safeguard the seamless operation of both systems. Where needed, the Langan team follows Esri's recommended best practices described at the ArcGIS Architecture Center. Langan adheres to the security requirements recommended for Esri ArcGIS products as outlined at https://trust.arcgis.com/en/. We will collaborate with the City to implement industry's best practices or adjust existing measures, as necessary. Along with our asset management and GIS services, we also provide licensed survey, drone Imagery capture, and reality scanning/capture services to further facilitate your asset management and data needs.

Scope of Services

Langan services will be provided on a task order basis, as requested by the City, and include any or the following from the tasks below.

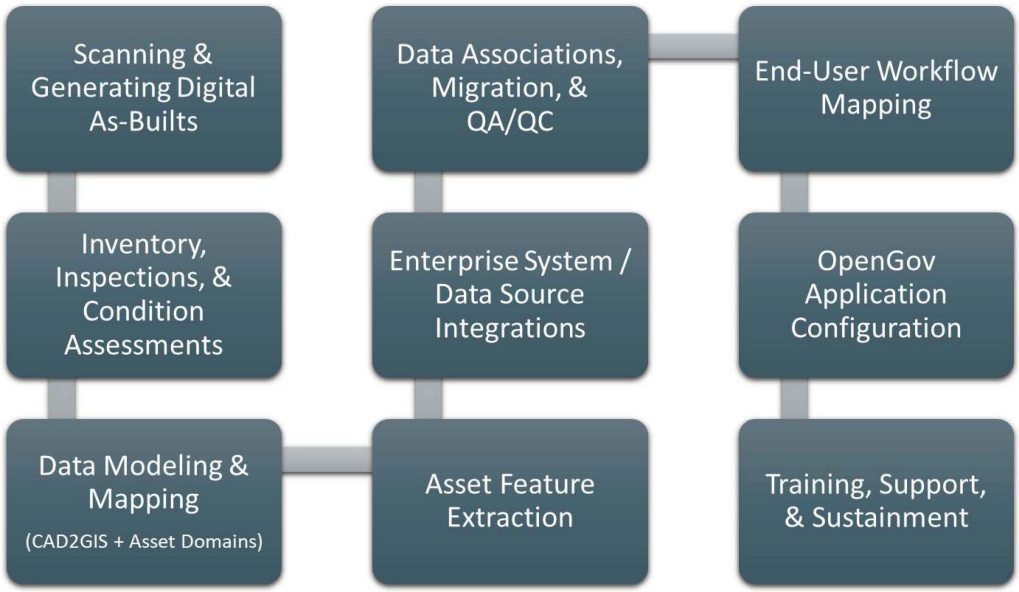
On-Call OpenGov Enterprise Asset Management & GIS Support Services

The Langan team can provide on-site and virtual OpenGov EAM and GIS support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

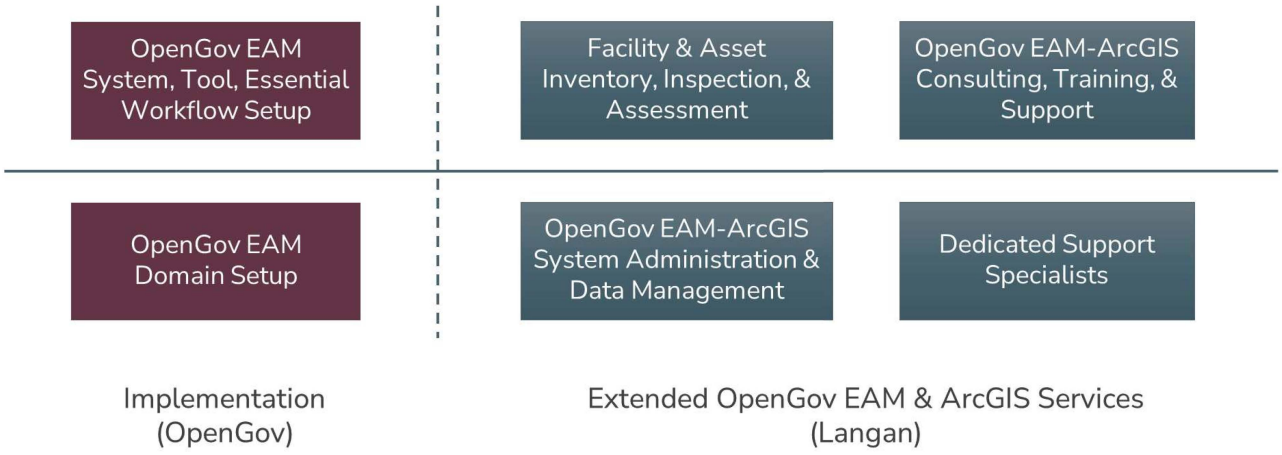
- **Needs Assessment, Discovery, and Strategic Planning:** On-site and virtual needs assessment and discovery for the two (2) divisions, Parks and Open Space and Complete Streets from the Public Works Department. Ongoing discovery, planning, strategic planning and roadmap activities based on feedback and evolving goals of the City.
- **Training:** Development and delivery of additional job aids and remote online training for the apps/tools/workflows configured for the City's end-users as quick reference guides. On-site or virtual training delivery and support for managers/supervisors and trades staff focused on apps/tools/workflows managers/supervisors. Training services can be provided for both OpenGov EAM and GIS processes.
- **Maintenance and Administration of OpenGov EAM:** Development and delivery of guidance and perform the maintenance and administration of the OpenGov EAM software, Esri's ArcGIS platform, and related technologies and data, services, and applications hosted within each environment.
- **OpenGov Integration Support:** OpenGov EAM integration support for ArcGIS Enterprise, ArcGIS Online and associated Esri technologies and/or other enterprise business systems.
- **GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments:**
    - Project management, discovery, support, and strategic planning.
    - Data collection, configuration, modeling, and maintenance.
    - GIS data configuration and attributing for OpenGov EAM.
    - ArcGIS Enterprise and ArcGIS Online maintenance, administration and training.
    - Web/Mobile application development, maintenance, & support, such as dashboards, Experience Builder, Instant Apps, Field Maps, and Survey123.
    - IT and cloud resource support, maintenance and administration.
    - GIS integration support and maintenance for other enterprise business systems.

- **On-demand User Support:** On-demand user support (response within 24 hours of receipt of request on standard business days M-F) technology support for the OpenGov EAM, GIS apps/tools and related technologies. Our engagement model for on-demand / on-call services is further defined in our Professional Services Engagement Model below.

The graphic below further outlines our approach to project delivery for OpenGov, asset management, and GIS support and sustainment services:



The graphic below further outlines our collaboration with OpenGov starting with implementation of their EAM software by OpenGov and through on-call support services:



Professional Services Engagement Model

The Langan team will implement the following professional services engagement model with the City staff to manage incoming requests:

- **Designated POCs:** Langan will assign one main point of contact (Melissa Kelly), as well as a back-up (Brock Saylor) for incoming requests and projects.
- **Regular, recurring meetings:** Langan will provide regular (weekly or bi-weekly) recurring meetings to discuss status on outstanding requests, focus projects, percentage complete, and remaining budget.
- **Monday to Friday, 24-hour response time:** Langan will receive and respond to requests from designated POCs Monday-Friday. Incoming requests will be acknowledged within 24 hours of receipt.
- **Common tasks (1-8 hours):** It is our experience that most requests can be completed within one-to-eight hours and assumes direct engagement, as needed, with the assigned City staff or requester.
- **Focused tasks (Over 8 hours):** For these requests, it is standard procedure for us to provide a request/project review with the City POC, develop a recommended scope of tasks & anticipated budget (time allocation), and gain the City's acceptance prior to commencing work.
- **QA/QC of work product:** Langan follows a standard QA/QC protocol for work products.
- **Training and support:** Langan provides written and digital training (in-person and/or virtual) for work products to be used by the City staff. This may include instructor-led training, knowledge transfer, job aids, virtual/in-person training workshops, as well as direct 1:1 technical support.

Estimated Fee

Our estimated fee for these on-call services is provided herein and developed based on our previous discussions with the City. Our fees will be billed on a time and material (T&M) basis using the billing rates provided below and will not exceed the amount of **$649,125** with contract GRT throughout the contract without prior authorization. The work will be assigned on a task order basis throughout the next four years. Per Langan's standard practices, monthly invoices will be sent to the City for work completed in the previous month.

Estimated Fee for Services		
Task	**Estimated Hours**	**Estimated Fee**
On-Call OpenGov Enterprise Asset Management & GIS Support Services	2,960	$600,000
Total Estimated Hours & Estimated Fee	2,960	$600,000
Contract GRT	X	$49,125
Total Estimated Hours & Estimated Fee with Contract GRT	**2,690**	**$649,125**

In compliance with Langan's Texas DIR Price Sheet for Services, DIR-CPO-6027, the DIR Customer Price Per Unit is based on a blended rate using the hourly fee schedule provided below and are effective until June 30, 2026. The rates provided in the table below will increase by 4% each year.

Hourly Fee Schedule	
Project Personnel	**Hourly Rate**
Project Principal	$290
Senior Consultant	$280
Project Director	$270
Project Manager	$250
Lead Solutions Architect/Developer	$260
Senior Solutions Architect/Developer	$250
QA/QC Lead	$240
Database Administrator	$220
Senior Solutions Developer	$200
Solutions Developer	$190
Senior GIS Analyst	$180
GIS Analyst	$170
Senior GIS Technician	$130
GIS Technician	$100

Additional Langan fee items are as follows:

- Travel costs such as hotel stays, car rentals, tolls, airfare, train fare, or parking will be expensed at cost.
- Mileage will be billed at the standard government rate for Santa Fe, New Mexico.
- Any shipping costs will be billed at cost.
- Any software or hardware purchases will be billed at cost.
- Subcontractor expenses will be marked up by 15%.

Contracting

Langan plans to leverage our Texas Department of Information Resources contract, #DIR-CPO-6027, additional information can be found here: https://www.langan.com/dir-texas. We've also attached the DIR-CPO-6027 Appendix A Standard Contract Terms and Conditions.

Key Assumptions & Exceptions

General

- Unless otherwise specified, Langan staff will perform all work remotely.
- The City staff will be available to assist, participate, and provide feedback for tasks Langan is asked to complete.
- The City Subject Matter Experts (SMEs) will be available to address questions encountered during the project; SME's will respond in a timely manner as to not impact the project schedule.

Access and Licensing

- The City will have all necessary technology environments and software licensing in place, supported, and adequate for this project, the target version, and number of expected users.
    - ArcGIS Online/Enterprise have been procured at the required licensing level for this project.
    - The version of ArcGIS desktop products to be used for all data and mapping services provided by Langan will be ArcGIS Pro version 3.5.x or more recent.
    - OpenGov EAM have been procured and implemented by OpenGov.
- The City will provide adequate and timely access to necessary enterprise systems, which may include servers, databases, platforms, and/or applications.

Environments

- All applicable computing environments (internal-, cloud-, or hybrid-hosted) are available and accessible to Langan.
- No modifications will be required for any environment to achieve the Scope of Services stated herein.
- Memory in the target environment(s) is adequate for the project.
- If backups are needed for servers, databases, or other systems, the City is responsible for taking those backups and restoring them if a contingency plan is enacted.
- Unless otherwise stated herein, all necessary system architecture is in place following industry best practices to support the project.

Other Technical Assumptions

- Web client will be targeted for all browsers with versions n-1; where n is the latest browser version at date of release. Supported browsers are Chrome, Edge, Firefox, and Safari.
- Langan will make no functional code changes to any third-party applications integrated or interfaced with the OpenGov platform and Esri's ArcGIS platform.

Requirements and Specifications

- Any changes to the Scope of Services must be agreed upon by both the City and Langan.
- Any changes to the Scope of Services that impact the budget, schedule, and/or staff resources will require a signed Change Order.
- Data, datasets, requirement specifications, source files, and any other document or file required to complete the Scope of Services will be finalized and delivered to Langan per the agreed-upon schedule.
- Requirements will be locked after the first week of project execution. Changes to the approved requirements after the first week of project execution may require a signed Change Order.

Testing

- The City will be responsible for final testing and for testing approval for changes made in each applicable environment.
- The City resources will be available to test and validate the changes in each implemented environment per the agreed-upon schedule.

Data

- Unless otherwise specified in the Scope of Services, all data related to this project is adequate, available, and ready for use without conversion, cleansing, or other modification. This includes any development/test environments that may be used.
- The City will provide any required CAD DWG files for data conversion and will complete any required DWG file updates unless otherwise specified in the Scope of Services.
- Langan performs industry standard best practice QA/QC checks on all data deliverables.

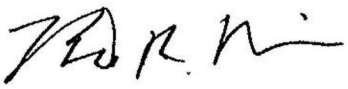
Closing

We thank you for the opportunity to submit this proposal and we are excited to be supporting the City with this exciting project. If this proposal is acceptable to you, please sign on the following page and return a copy to authorize the work. If you have any questions, please do not hesitate to call.

Sincerely,
Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology D.P.C.



Brock Saylor
Senior Project Manager | Digital Solutions



Brett Milburn, GISP
Director of Digital Solutions / Principal

Enclosure(s): DIR-CPO-6027 Appendix A Standard Contract Terms and Conditions

https://langan.sharepoint.com/sites/AppliedTechnologies/Shared%20Documents/Proposals/Santa%20Fe%20NM%20GIS%20AMFM%20Services%20September%202025/Draft%20Submittal/Santa%20Fe%20GIS%20Services%20September%202025.docx?d=w917f0984be4d4eb3940b9dbbc6b1948f&csf=1&web=1&e=RsbLN9

Authorization

Receipt of this Proposal, which is in accordance with our attached general terms and conditions, is hereby acknowledged and all the terms and conditions contained therein are accepted.

Client Authorization:
Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov

Company: City of Santa Fe, New Mexico ("Client")

By/Title: Sean Moody, Capital Project Manager
(Authorized representative)

Signature: _____

Date: _____

Langan Authorization:
Brett Milburn, GISP
Director of Digital Solutions / Principal
bmilburn@langan.com

Signature: _____

Date: _____

Outlook

Re: GIS Integration Contractor

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Thu 2/19/2026 10:07 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>
Cc RUDLOFF, SHANE C. <scrudloff@santafenm.gov>

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 -

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 Thu, Feb 19, 2026 at 9:49 AM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> Good afternoon. We are looking to hire a Geographic Information Systems (GIS) contractor to help us integrate platforms across departments to better respond to and track constituent maintenance

requests and collect specific asset data for management decision-making. The Scope of Work would be as follows:

To provide on-site and virtual OpenGov Enterprise Asset Management (EAM) and GIS support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:
Needs Assessment, Discovery, and Strategic Planning
Training
Maintenance and Administration of OpenGov EAM
OpenGov Integration Support
GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments
On-demand User Support

Do you have a provider we should reach out to? Thank you!

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
505-955-2116 (not up and running yet)
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87505

Outlook

RE: Langan Engineering Contract

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Wed 4/8/2026 10:24 AM
To JORDY, CLAIRE S. <csjordy@santafenm.gov>; KINCADE, KATHERINE L. <klkincade@santafenm.gov>
Cc HARDING, MATTHEW R. <mrharding@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>

Thanks for clarifying further. Here is an updated determination:

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.

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[ERP] https://cityofsantafenm.tylerportico.com/va/vendor-access
[OpenGov - eProcurement] https://procurement.opengov.com/portal/santafenm
[Current] 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

MOODY, SEAN X.

From: ITT E-Review
Sent: Thursday, October 9, 2025 10:13 AM
To: MOODY, SEAN X.; ITT E-Review
Cc: DUSHDUROVA, ZARIFA X.; PADILLA, LEONARD P.; PACHECO, PHILLIP M.
Subject: RE: Langan proposal - ArcGIS / OpenGov / IndiGov

Thank you Sean,

ITT has no objections on your procuring additional services to support your GIS program.

Thank you,
Zarifa Dushdurova
Enterprise Applications Support (EAS) Manager,
City of Santa Fe Information Technology & Telecommunications (ITT)
Mouton Hall, Midtown
Cell – 505.795.1175
zxdushdurova@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

From: MOODY, SEAN X. <sxmoody@santafenm.gov>
Sent: Tuesday, October 7, 2025 3:05 PM
To: ITT E-Review <ereview@santafenm.gov>
Cc: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; PADILLA, LEONARD P. <lppadilla@santafenm.gov>; PACHECO, PHILLIP M. <pmpacheco1@santafenm.gov>
Subject: Langan proposal - ArcGIS / OpenGov / IndiGov

Hello,

Attached find vendor proposal and ITT intake form.

The purpose of the proposed scope is to optimize the city's ArcGIS and OpenGov Enterprise Asset Management platforms and enhance the city's GIS database to support Public Works' transition to a computerized work order system. Additional consulting may be requested to support ITT's transition from AGOL to ArcGIS Enterprise, and to create an API between IndiGov and Survey123.

I was not able to provide many of the technical details of the environment in which the consultant will work, or the impact of the work on ITT systems.

If it is helpful, may I ask to be included in any call with the consultant to discuss their proposed scope?

Thank you!

Sean

Sean Moody
Capital Projects Manager
Public Works Department
City of Santa Fe
505.955.6931

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

ITT City of Santa Fe Information Technology Services
For Questions on this form please email to ITT Review at:
ereview@santafenm.gov

IT Review: Pre-screening questions for Software/Solution Replacement Request

Change Requested By:

Name: Sean Moody
Date: October 7, 2025
Division: Public Works Department / Engineering
Phone: x6931

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: To support automation of the department's manual work order processes.
   (version/module) _____
2. Number of current users : +/- 60
3. Who is responsible for updating / troubleshooting the current solution?
   - ☑ ITT Representative (division/position/name/contact info): Leonard Padilla x5516
   - ☑ Vendor (name / contact info): Brock Saylor / bsaylor@langan.com / (484) 363-0720
   - ☐ City Department's representative (name/contact info): Sean Moody / sxmoody@santafenm.gov
   - ☐ 3rd Party Contractor (name/contact info): Laura Ball / lball@opengov.com / (801) 915-6545
   - ☐ Other: (Company/name/contact/allocated hours/mo): Tim Triplett / ttriplett@esri.com / (303) 974-0895
4. Is the current system hosted in the cloud or locally by the City: Cloud
   - ☐ Hosted on ITT servers (name and location): _____
   - ☐ Hosted on Cloud (provider name and link): _____
5. What are main features you are utilizing with the current software:
   ArcGIS Pro; AGOL; Survey123 & FieldMaps; OpenGov Enterprise Asset Management
6. Describe the limitations of the current software that new proposed solution will remedy:
   ArcGIS data structures must align with OpenGov EAM data structures, and with department workflows.
7. What is the extent of the data that will be transferred to the new solution from the current solution: AGOL-to-ArcGIS Enterprise anticipated. IndiGov-to-AGOL or ArcGIS Enterprise possible.
   - ☐ All the data will be transferred and deleted from existing accounts;
   - ☐ Only partial/or no data will be transferred, and the data will be backed up into local drive. (where?)_____
   - ☐ No data will be transferred and backed up _____
8. Will there need to be an archival copy of the current solution maintained? ☐ No
   - ☐ Yes (if yes – by who, and how long):_____
   - ☐ Uknown (specify):_____

Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Custom APIs possible.
   (version/module):_____
10. What is the goal of the requested application? ITT/GIS support and consultant access to OpenGov, Survey123, FieldMaps, IndiGov
11. Number of users that will be utilizing the system and will need licenses: 2 or less
12. How many users will be covered by current quote?: 2 or less
13. Single sign on – is this solution capable of: _____
    - ☐ Azure Entra ID SAML
    - ☐ Azure Entra ID OAUTH2
    - ☐ Other SSO: 2FA email + code
14. Will the new solution be hosted and where:
    - ☐ Locally (address): _____
    - ☑ or in the Cloud (address):_____
15. Will the updates to the new system/solution be performed by:
    - ☐ City staff (Name/position/division): _____
    - ☐ or the Vendor (assigned staff): _____
16. What existing IT systems, if any, does this solution need to connect to?:
    - ☐ Email _____
    - ☐ Network_____
    - ☑ GIS portal/databases* _____
    - ☑ API Connect _____

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?
    - ☐ ITT Representative (division/name/contact info):_____
    - ☐ Vendor (name / contact info):_____
    - ☐ City Department's representative (name/contact info): _____
    - ☐ 3rd Party Contractor (name/contact info): _____
    - ☐ Other: (Company/name/contact/allocated hours/mo):_____
18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution? _____

Unknown	Under 3 months	3 to 6 months	6-12 months	More than 1 yrs	Other:

19. How or who handles any requests for support for the requested Application?_____
    _____

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs? _____

No Vendor Support	Limited to # hours: _____	Unlimited Business Hours	Unlimited 24/7	Other:

20a. Please include Service Level Agreement details _____

21. Vendors contact information for technical questions regarding this new solution:

_____

_____

_____

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting? _____

_____

_____

23. Is there different level of access to the requested application? If so, how is access handled?

_____

_____

_____

24. Will AI component be utilized in the application?
    No____Explanation:_____
    Yes____Explanation:_____
25. Is there an option to utilize Enterprise AI version if available? _____

_____

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application?_____

_____

27. Does the quote include Enterprise version option?_____
28. Will AI component be reviewed first with a test group?_____
    Will you require ITT to set up the security and privacy settings on AI component?
    No___Explanation:_____
    Yes___Explanation:_____
29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT? _____

_____

30. Does this have Incident management component and how this will be managed?
    No___Explanation: _____
    Yes___Explanation: _____

ITT GIS Discovery questions

31. Will you require APA/Map service? _____
_____
32. Who is your City GIS Contact?: _____
33. List of data needed for map service: _____
34. Is there a data that needs to be reconciled back into City GIS databases?: _____
_____
_____
35. Will you need City GIS Team to create you field app/ dashboards/ additional services?
_____
_____
36. Will you require City's Esri Licenses and how many?: _____
_____
37. Will this affect City's ESRI service agreement in any way?: _____
_____

ITT PMO Discovery questions

38. Who will be responsible for the project created by adopting the new solution?
- ☐ City Department Project Manager
- ☐ Vendor Project Manager
- ☐ ITT Enterprise Project Management Office Project Manager
- ☐ Other

39. Are you requesting ITT Project Management Services?
ITT Project Management Services include but are not limited to:
- ☐ Enterprise System Upgrade (i.e. Munis/UKG(Kronos)
- ☐ New application selection, purchase, and implementation

40. Will this application need to connect to Tyler Munis via API?
☐ Yes (requires CCB) ☐ No

What's the name of the Munis module we need to connect to?

_____

For ITT Only (End of discovery results):

F. Will this implementation require ITT resources?

☐ Yes (Requires Division Approval) ☐ No

G. Will this implementation and management require ITT staff hours?

☐ Yes (Requires Division Approval) ☐ No

H. Was the requested software vetted by ITT Security officer?

☐ Yes ☐ No

I. Does the requested solution have Single Sign enabled?

☐ Yes ☐ No (Requires Security Officer Approval)

J. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (Requires EUS/PMO Approval) ☐ No

Request Approved? ☐ **Yes** ☐ **No**

Approver's Name/ Signature: _____ Date: _____

October 3, 2025

Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov

Re: On-Call OpenGov Asset Management & GIS Support Services

Dear Sean Moody,

Thank you for the opportunity to provide the City of Santa Fe, New Mexico (Santa Fe or City) with our proposal and scope of services for on-call OpenGov Enterprise Asset Management (EAM) and Geographic Information Systems (GIS) support services. Our approach to assist the City with its OpenGov EAM and GIS environments is described herein.

Project Understanding

To assist the City in its efforts, Langan Engineering and Environmental Services, LLC (Langan) has prepared a scope of services based on the initial discussion with the City on August 26, 2025, and subsequent meetings. Based on these discussions, we understand the City would like to move forward with on-call OpenGov EAM and GIS service hours to assist with a variety of tasks. Langan leverages its strategic partnership with OpenGov to help clients implement and sustain robust enterprise asset management solutions, safeguarding performance through optimized workflows, data-driven insights, and long-term operational support. By supporting OpenGov's GIS-centric environment, we pair our Esri Gold partnership and associated specialties to safeguard the seamless operation of both systems. Where needed, the Langan team follows Esri's recommended best practices described at the ArcGIS Architecture Center. Langan adheres to the security requirements recommended for Esri ArcGIS products as outlined at https://trust.arcgis.com/en/. We will collaborate with the City to implement industry's best practices or adjust existing measures, as necessary. Along with our asset management and GIS services, we also provide licensed survey, drone Imagery capture, and reality scanning/capture services to further facilitate your asset management and data needs.

Scope of Services

Langan services will be provided on a task order basis, as requested by the City, and include any or the following from the tasks below.

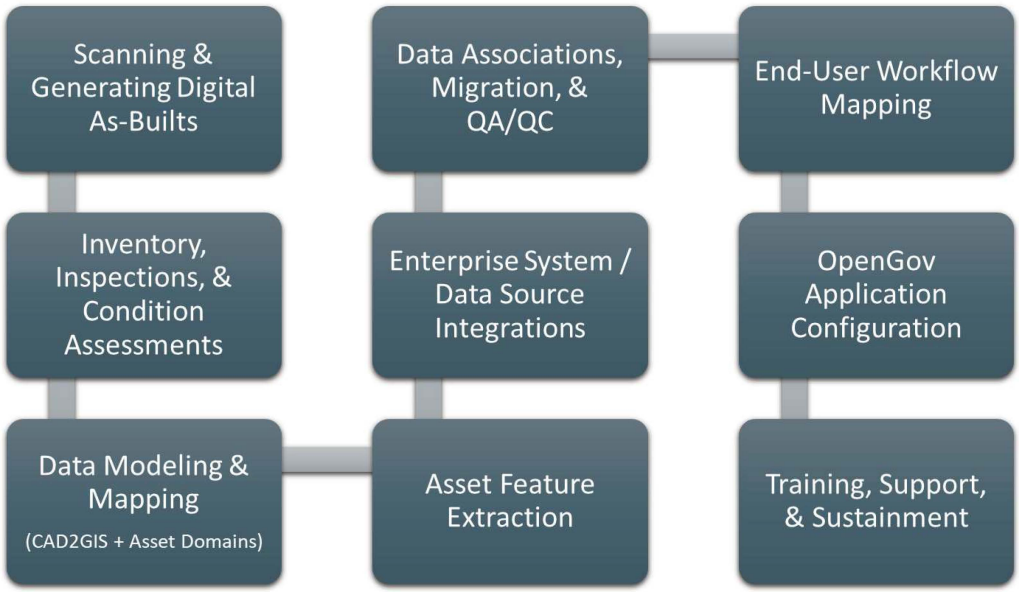
On-Call OpenGov Enterprise Asset Management & GIS Support Services

The Langan team can provide on-site and virtual OpenGov EAM and GIS support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

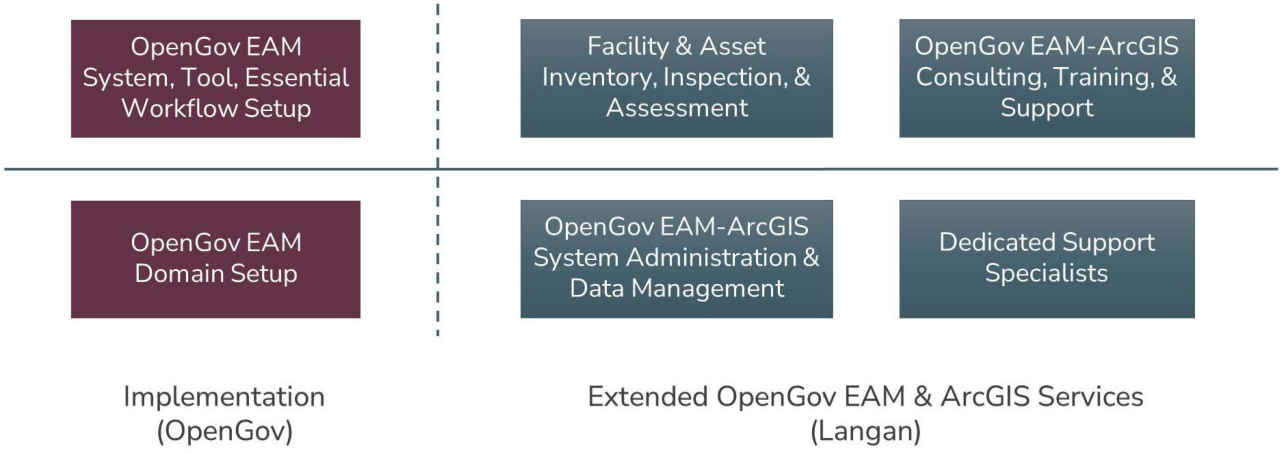
- **Needs Assessment, Discovery, and Strategic Planning:** On-site and virtual needs assessment and discovery for the two (2) divisions, Parks and Open Space and Complete Streets from the Public Works Department. Ongoing discovery, planning, strategic planning and roadmap activities based on feedback and evolving goals of the City.
- **Training:** Development and delivery of additional job aids and remote online training for the apps/tools/workflows configured for the City's end-users as quick reference guides. On-site or virtual training delivery and support for managers/supervisors and trades staff focused on apps/tools/workflows managers/supervisors. Training services can be provided for both OpenGov EAM and GIS processes.
- **Maintenance and Administration of OpenGov EAM:** Development and delivery of guidance and perform the maintenance and administration of the OpenGov EAM software, Esri's ArcGIS platform, and related technologies and data, services, and applications hosted within each environment.
- **OpenGov Integration Support:** OpenGov EAM integration support for ArcGIS Enterprise, ArcGIS Online and associated Esri technologies and/or other enterprise business systems.
- **GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments:**
    - Project management, discovery, support, and strategic planning.
    - Data collection, configuration, modeling, and maintenance.
    - GIS data configuration and attributing for OpenGov EAM.
    - ArcGIS Enterprise and ArcGIS Online maintenance, administration and training.
    - Web/Mobile application development, maintenance, & support, such as dashboards, Experience Builder, Instant Apps, Field Maps, and Survey123.
    - IT and cloud resource support, maintenance and administration.
    - GIS integration support and maintenance for other enterprise business systems.

- **On-demand User Support:** On-demand user support (response within 24 hours of receipt of request on standard business days M-F) technology support for the OpenGov EAM, GIS apps/tools and related technologies. Our engagement model for on-demand / on-call services is further defined in our Professional Services Engagement Model below.

The graphic below further outlines our approach to project delivery for OpenGov, asset management, and GIS support and sustainment services:



The graphic below further outlines our collaboration with OpenGov starting with implementation of their EAM software by OpenGov and through on-call support services:



Professional Services Engagement Model

The Langan team will implement the following professional services engagement model with the City staff to manage incoming requests:

- **Designated POCs:** Langan will assign one main point of contact (Melissa Kelly), as well as a back-up (Brock Saylor) for incoming requests and projects.
- **Regular, recurring meetings:** Langan will provide regular (weekly or bi-weekly) recurring meetings to discuss status on outstanding requests, focus projects, percentage complete, and remaining budget.
- **Monday to Friday, 24-hour response time:** Langan will receive and respond to requests from designated POCs Monday-Friday. Incoming requests will be acknowledged within 24 hours of receipt.
- **Common tasks (1-8 hours):** It is our experience that most requests can be completed within one-to-eight hours and assumes direct engagement, as needed, with the assigned City staff or requester.
- **Focused tasks (Over 8 hours):** For these requests, it is standard procedure for us to provide a request/project review with the City POC, develop a recommended scope of tasks & anticipated budget (time allocation), and gain the City's acceptance prior to commencing work.
- **QA/QC of work product:** Langan follows a standard QA/QC protocol for work products.
- **Training and support:** Langan provides written and digital training (in-person and/or virtual) for work products to be used by the City staff. This may include instructor-led training, knowledge transfer, job aids, virtual/in-person training workshops, as well as direct 1:1 technical support.

Estimated Fee

Our estimated fee for these on-call services is provided herein and developed based on our previous discussions with the City. Our fees will be billed on a time and material (T&M) basis using the billing rates provided below and will not exceed the amount of **$600,000** throughout the contract without prior authorization. The work will be assigned on a task order basis throughout the next four years. Per Langan's standard practices, monthly invoices will be sent to the City for work completed in the previous month.

The table below is a summary of the on-call services billing rates by staff role and will be effective until July 2026. The rates provided in the table below will increase by 4% each year.

Hourly Fee Schedule	
Project Personnel	**Hourly Rate**
Project Principal	$290
Senior Consultant	$280
Project Director	$270
Project Manager	$250
Lead Solutions Architect/Developer	$260
Senior Solutions Architect/Developer	$250
QA/QC Lead	$240
Database Administrator	$220
Senior Solutions Developer	$200
Solutions Developer	$190
Senior GIS Analyst	$180
GIS Analyst	$170
Senior GIS Technician	$130
GIS Technician	$100

Key Assumptions & Exceptions

General

- Unless otherwise specified, Langan staff will perform all work remotely.
- The City staff will be available to assist, participate, and provide feedback for tasks Langan is asked to complete.
- The City Subject Matter Experts (SMEs) will be available to address questions encountered during the project; SME's will respond in a timely manner as to not impact the project schedule.

Access and Licensing

- The City will have all necessary technology environments and software licensing in place, supported, and adequate for this project, the target version, and number of expected users.
    - ArcGIS Online/Enterprise have been procured at the required licensing level for this project.
    - The version of ArcGIS desktop products to be used for all data and mapping services provided by Langan will be ArcGIS Pro version 3.5.x or more recent.

    - OpenGov EAM have been procured and implemented by OpenGov.
- The City will provide adequate and timely access to necessary enterprise systems, which may include servers, databases, platforms, and/or applications.

Environments

- All applicable computing environments (internal-, cloud-, or hybrid-hosted) are available and accessible to Langan.
- No modifications will be required for any environment to achieve the Scope of Services stated herein.
- Memory in the target environment(s) is adequate for the project.
- If backups are needed for servers, databases, or other systems, the City is responsible for taking those backups and restoring them if a contingency plan is enacted.
- Unless otherwise stated herein, all necessary system architecture is in place following industry best practices to support the project.

Other Technical Assumptions

- Web client will be targeted for all browsers with versions n-1; where n is the latest browser version at date of release. Supported browsers are Chrome, Edge, Firefox, and Safari.
- Langan will make no functional code changes to any third-party applications integrated or interfaced with the OpenGov platform and Esri's ArcGIS platform.

Requirements and Specifications

- Any changes to the Scope of Services must be agreed upon by both the City and Langan.
- Any changes to the Scope of Services that impact the budget, schedule, and/or staff resources will require a signed Change Order.
- Data, datasets, requirement specifications, source files, and any other document or file required to complete the Scope of Services will be finalized and delivered to Langan per the agreed-upon schedule.
- Requirements will be locked after the first week of project execution. Changes to the approved requirements after the first week of project execution may require a signed Change Order.

Testing

- The City will be responsible for final testing and for testing approval for changes made in each applicable environment.
- The City resources will be available to test and validate the changes in each implemented environment per the agreed-upon schedule.

Data

- Unless otherwise specified in the Scope of Services, all data related to this project is adequate, available, and ready for use without conversion, cleansing, or other modification. This includes any development/test environments that may be used.

- The City will provide any required CAD DWG files for data conversion and will complete any required DWG file updates unless otherwise specified in the Scope of Services.
- Langan performs industry standard best practice QA/QC checks on all data deliverables.

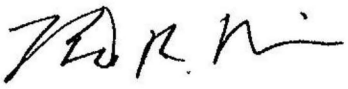
Closing

We thank you for the opportunity to submit this proposal and we are excited to be supporting the City with this exciting project. If this proposal is acceptable to you, please sign on the following page and return a copy to authorize the work. If you have any questions, please do not hesitate to call.

Sincerely,
Langan Engineering & Environmental Services, LLC



Brock Saylor
Senior Project Manager | Digital Solutions



Brett Milburn, GISP
Director of Digital Solutions / Principal

Enclosure(s): General Terms and Conditions

https://langan.sharepoint.com/sites/AppliedTechnologies/Shared%20Documents/Proposals/Santa%20Fe%20NM%20GIS%20AMFM%20Services%20September%202025/Draft%20Submittal/Santa%20Fe%20GIS%20Services%20September%202025.docx?d=w917f0984be4d4eb3940b9dbbc6b1948f&csf=1&web=1&e=RsbLN9

Authorization

Receipt of this Proposal, which is in accordance with our attached General Terms and Conditions, is hereby acknowledged and all the terms and conditions contained therein are accepted.

Client Authorization:
Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov

Company: City of Santa Fe, New Mexico ("Client")

By/Title: Sean Moody, Capital Project Manager
(Authorized representative)

Signature: _____

Date: _____

Langan Authorization:
Brett Milburn, GISP
Director of Digital Solutions / Principal
bmilburn@langan.com

Signature: _____

Date: _____

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by **Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.**; *or* **Langan Engineering and Environmental Services, LLC**; *or* **Langan CA, Inc.**; *or* **Langan CT, Inc.**; *or* **Langan MA, Inc.**; *or* **Langan MI, Inc.**; *or* **Langan NC, Inc.**; *or* **Langan International, LLC**; *or* **Langan International UK, LTD.**; *or* **Langan Panama, S. DE R.L.**; *or* **Langan PR LLC**; *or* **Navix Engineering, LLC**; or such other Langan entity specifically identified in the Proposal (each individually, a "**LANGAN ENTITY**"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "**Proposal**"), shall constitute the "**Agreement**." For purposes of this Agreement, the **LANGAN ENTITY** identified in the Proposal shall be referred to as "**LANGAN**" and the entity signing the Proposal shall be referred to as "**CLIENT**."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES
LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE
LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES
In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES
LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY
The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK
LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS
Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS
Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION
Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault , or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY
To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or $100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES
LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE
LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of $1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE
LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST
Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES
All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST
LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION
Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES
All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT
The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS
This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION
LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT
Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



Department of Information Resources

DIR-CPO-6027 Appendix A Standard

Contract Terms and Conditions Master

Cooperative Contract

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1 CONTRACT SCOPE

Successful Respondent shall make the products and services specified in the Contract available for purchase by Eligible Customers under the terms and conditions provided by the Contract.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Eligible Customers may obtain products and services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products or services will be procured through the Contract.

3 DEFINITIONS

Except as otherwise expressly provided herein, all capitalized terms used in the Contract shall have the meanings given to them in this Section.

3.1 Business Day

Refers to days on which normal business operations are typically conducted, excluding weekends and national holidays specified in Texas Government Code Section 662.003. If the Contract calls for performance on a day that is not a Business Day, then performance will occur on the next Business Day. Unless otherwise stated, a Business Day begins at 12:00 a.m. and ends at 11:59 p.m., Central Time.

3.2 Compliance Check

An audit or similar review of Successful Respondent's compliance with the Contract performed by a third-party auditor, DIR staff, or their designees.

3.3 Contract

The Master Cooperative Contract between DIR and Successful Respondent, including all Appendices, Exhibits, and other attachments thereto. Notwithstanding the foregoing, unless expressly provided or the context otherwise requires, references to the Contract in conjunction with Section or Article references shall be deemed references to the body of the Contract.

3.4 Customer

An entity that purchases goods or services under the Contract.

3.5 Customer Data

Any data or information of or regarding a Customer that is provided to or obtained by Successful Respondent in connection with the negotiation and execution of the Contract or the performance of Successful Respondent's obligations under the Contract. For the avoidance of doubt, Customer Data includes information about Customers provided by DIR to Successful Respondent.

Customer Data does not include:

(a) financial and accounting information (including costs, expenditures, billing collections, revenues, and finances) of Successful Respondent or its Third-Party Providers;

(b) information created by Successful Respondent to measure the productivity and efficiency of its products and services or to improve the processes and procedures used by Successful Respondent in the performance of its obligations under the Contract;

(c) human resources and personnel information of Successful Respondent or its Third-Party Providers; or

(d) information with respect to third-party contracts or licenses of Successful Respondent, its affiliates or subcontractors and used in the performance of its obligations under the Contract.

3.6 Eligible Customer

Any entity designated by DIR or by law as eligible to purchase goods and services through DIR's cooperative contracts program, including any of the following entities identified in Texas Government Code Section 2054.0525:

(a) a state agency;

(b) a local government;

(c) the legislature or a legislative agency;

(d) the supreme court, the court of criminal appeals, or a court of appeals;

(e) a public hospital owned or operated by this state or a political subdivision or municipal corporation of this state, including a hospital district or hospital authority;

(f) an independent organization certified under Texas Utilities Code Section 39.151, for the ERCOT power region;

(g) the Texas Permanent School Fund Corporation;

(h) an assistance organization, as defined by Texas Government Code Section 2175.001;

(i) an open-enrollment charter school, as defined by Education Code Section 5.001;

(j) a private school, as defined by Education Code Section 5.001;

(k) a private or independent institution of higher education, as defined by Education Code Section 61.003;

(l) a public safety entity, as defined by 47 U.S.C. Section 1401;

(m) a volunteer fire department, as defined by Texas Tax Code Section 152.001; and

(n) a governmental entity of another state.

The Parties acknowledge and agree that the scope of Eligible Customers is subject to modification by the Texas Legislature, and that the then-current statutory definition for "Eligible entity" shall control for all purposes.

3.7 Designated Reseller

Refers to the company or companies designated by Successful Respondent to provide products, services, and support resources to Customers under this Contract as referenced in Section 7 of the Master Contract.

3.8 DIR

Refers to the Texas Department of Information Resources.

3.9 Effective Date

Refers to the date on which the last party signs the Contract.

3.10 Invoice

Refers to an instrument submitted by Successful Respondent to Customer for payment of goods or services.

3.11 Purchase Agreement

Refers to the binding documents or set of documents used by Customer and accepted by Successful Respondent to purchase products or services from Successful Respondent under the Contract. A Purchase Agreement may take the form of a fiscal purchase order, Statement of Work, service agreement, procurement card, purchase order, fiscal form, other authorized instrument, or a combination of such documents.

3.12 State

Refers to the State of Texas.

3.13 Statement of Work (SOW)

Refers to a document entered into between Customer and Successful Respondent that states the requirements for a Purchase Agreement, including deliverables, performance specifications, and other requirements specific to the Successful Respondent under the Purchase Agreement that are not specified in the Contract.

3.14 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.15 Third-Party Provider

Refers to an affiliate, subcontractor, vendor, reseller, order fulfiller, manufacturer, publisher, distributor, Designated Reseller, or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Agreement issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract constitutes the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained in the Contract is binding or valid.

Customers shall execute a Purchase Agreement with Successful Respondent to purchase products or services under the Contract. The Contract and the Purchase Agreement constitute the entire agreement between the Customer and Successful Respondent. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained in the Contract or the Purchase Agreement is binding or valid.

4.2 Modification of Contract Terms and Amendments

(a) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract.

(b) Except as provided below, the parties to the Contract may only modify or amend the Contract upon mutual written agreement signed by authorized representatives of both DIR and Successful Respondent.

(c) Notwithstanding Section 4.2(b) above, DIR reserves the right, in its sole discretion, to unilaterally, upon thirty (30) calendar days written notice to Successful Respondent without the Successful Respondent's written consent or signature, amend the Contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for DIR's compliance with all applicable state and federal laws, regulations, requirements, and guidelines, or to satisfy a procedural change due to DIR system upgrades or additions.

(d) Notwithstanding Section 4.2(b) above, the parties may modify or amend Appendix B, Historically Underutilized Business Subcontracting Plan ("HSP"), by mutual agreement through written correspondence without an amendment to the Contract.

(e) Customers do not have authority to modify the terms of the Contract. However, the Master Cooperative Contract authorizes Additional Agreements that do not conflict with the Contract and that are acceptable to both Customer and Successful Respondent to be added in a Purchase Agreement and given effect. No Additional Agreement added in a Purchase Agreement can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a Purchase Agreement and the Contract, the Contract controls.

(f) Customer and Successful Respondent will negotiate and enter into written agreements regarding Statements of Work, service level agreements, remedies, acceptance criteria, information confidentiality, security requirements, limitation of liability (if any), and other terms specific to their Purchase Agreements under the Contract.

4.3 Invalid Term or Condition

(a) To the extent any term or condition of the Contract conflicts with an applicable state or

United States law or regulation, that Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of the term or condition and DIR does not waive the applicable state or United States law or regulation which conflicts with the Contract term or condition.

(b) If a term or condition in the Contract, or the application of a term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances remains valid and in full force and effect.

4.4 Assignment

(a) DIR may assign the Contract or its rights and obligations under the Contract without prior written approval to: 1) a successor in interest (another state agency as designated by the Texas Legislature) or 2) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

(b) A Customer may assign a Purchase Agreement issued under the Contract or its rights and obligations under the Purchase Agreement without prior written approval to: 1) a successor in interest (another state agency as designated by the Texas Legislature) or 2) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

(c) Successful Respondent shall not assign or delegate the Contract or its rights or obligations under the Contract, including by operation of law or through a change in control, without prior written approval from DIR. Any attempted assignment or delegation in violation of this provision is null and void and has no effect.

(d) Successful Respondent shall not assign or delegate a Purchase Agreement or its rights or obligations under the Purchase Agreement, including by operation of law or through a change in control, without prior written approval from the Customer. Any attempted assignment or delegation in violation of this provision is null and void and has no effect.

4.5 Survival

(a) All Purchase Agreements shall survive the expiration or termination of the Contract for the term of the Purchase Agreement, unless the Customer terminates the Purchase Agreement sooner. However, regardless of the term of the Purchase Agreement, no Purchase Agreement shall survive the expiration or termination of the Contract for more than three (3) years (the "Survival Term").

(b) In all instances of expiration or termination of the Contract, Successful Respondent shall continue to report all sales and pay the DIR Administrative Fees for the duration of the Survival Term. For the avoidance of doubt, Successful Respondent shall report even in months where sales are $0.

(c) Any provision of this Contract that contemplates performance or observance subsequent

to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

(d) The following provisions are among those that survive termination of the Contract or a Purchase Agreement:

(1) Contract Section 5, and Section 10.4 of this Appendix A regarding the DIR Administrative Fee, and any and all payment obligations for which invoices were provided to Customer prior to the termination or expiration of the Contract;

(2) Section 4.10, Warranty and Return Policies;

(3) Section 4.12, Non-solicitation of Customer Employees;

(4) Section 5, Intellectual Property Matters;

(5) Section 6, Data Terms;

(6) Section 13, Indemnification and Liability;

(7) Section 10.4, Required Reports;

(8) Section 10.5, Records and Audit;

(9) Sections 12.6 and 12.7 regarding Rights Upon Termination;

(10) Section 14, Required Insurance Coverage; and

(11) Section 15.7, Confidentiality and the Texas Public Information Act.

4.6 Choice of Law

The Contract is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions.

4.7 Compliance with Laws

Successful Respondent shall comply with all laws and regulations applicable to the Contract and to the goods and services purchased under the Contract through a Purchase Agreement, as these laws and regulations currently exist and may be amended throughout the term of the Contract and any applicable Purchase Agreement.

4.8 Limitation of Authority

Successful Respondent has no authority to act for or on behalf of DIR or the State except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.9 Independent Contractor

Successful Respondent agrees and acknowledges that during the existence of the Contract and

any resulting Purchase Agreements, it is furnishing services in the capacity of an independent contractor and that Successful Respondent and its personnel are not employees of the Customer, DIR, or the State of Texas.

4.10 Warranty and Return Policies

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Agreement within thirty (30) calendar days of receipt of an Invoice for the products or services. Successful Respondent shall correct the error, inaccuracy, or other deficiency at no additional cost to Customer.

In addition to the minimum warranty provided above, Successful Respondent shall adhere to Successful Respondent's then-currently published policies concerning warranties and returns. Warranty and return policies offered to Customers shall not be more restrictive or more costly than warranty and return policies for other similarly situated customers for similar products and services.

4.11 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, court order, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome (each such event, an "Event of Force Majeure"), on the condition that the party experiencing an Event of Force Majeure has prudently and promptly acted to take all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the Event to the other parties when commercially reasonable. Subject to this Section, non-performance due to an Event of Force Majeure shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Agreement if Customer determines that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of the Customer. Upon request by DIR or Customer, Successful Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

4.12 Non-Solicitation of Customer Employees

Successful Respondent shall not solicit, directly or indirectly, any DIR employee who is associated with the Contract during the Contract term or for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any Customer employee who is associated with a Purchase Agreement during the Purchase Agreement term or for a period of ninety (90) calendar days following the expiration or termination of the Purchase Agreement. For the avoidance of doubt, the publication of a generally available advertisement or solicitation and the consideration and hiring of a person responding to such a solicitation is not a breach of this Section, unless the advertisement or solicitation is undertaken as a means to circumvent this Section. This provision shall not operate or

be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

4.13 General Requirements of Lease Documents

The following general terms apply to all lease-type documents and agreements entered into in connection with the Contract or a Purchase Agreement.

(a) All leases and lease-related documents are Additional Agreements as defined in the Contract.

(b) Leases shall not automatically renew at the end of the term.

(c) Any fees beyond those set forth in Appendix C, Pricing Index, must be explicitly identified in the lease documents. This includes but is not limited to early termination fees, shipping fees, return fees, and any other charge or fee related to the lease.

(d) Remedies for breach of the lease must include all remedies available in the Contract. Successful Respondent may not disclaim damages or establish exclusive remedies in the lease documents.

(e) Customers shall not be required to obtain consent before relocating a piece of leased equipment, but the Successful Respondent may require a reasonable form of notice of the relocation.

(f) Customers shall not indemnify Successful Respondent.

4.14 Submission of Written Complaints

A person may submit a written complaint to DIR using the form provided on DIR's webpage at the following address: https://dir.texas.gov/form/complaints.

4.15 Captions

The captions contained in the Contract, Appendices, and Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 Work Product

Means all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including all tangible or intangible items or things that have been or will be prepared, created, developed, produced, invented or conceived at any time after the Effective Date in connection with, or as a result of, the services provided under the Contract, including but not limited to any:

(a) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts,

configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or websites, other written or machine readable expression of works fixed in any tangible media, and all other copyrightable works);

(b) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin;

(c) ideas, designs, concepts, personality rights, methodologies, processes, techniques, apparatuses, inventions, formulas, approaches, specifications, systems, discoveries, or improvements, including any patents, trade secrets and know-how;

(d) domain names;

(e) any copies, and similar or derivative works to any of the foregoing, all documentation and materials related to any of the foregoing;

(f) all other goods, services, or deliverables to be provided to Customer under the Contract or a Statement of Work; and

(g) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented, or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

(1) by any Successful Respondent personnel or Customer personnel; or

(2) any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of which was created, invented or conceived by that person while affiliated with Customer.

5.1.2 Intellectual Property (IP) Rights

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

(a) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

(b) any work of authorship, including any copyrights, moral rights, or neighboring rights;

(c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

(d) domain name registrations; and

(e) any other proprietary or similar rights.

The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 Third Party IP

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Agreement issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Agreement issued under the Contract.

5.1.4 Successful Respondent IP

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

(a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information, or funding from or on behalf of Customer relating to the services or Work Product; or

(b) after the Effective Date if tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of which was created, invented or conceived by the person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and any associated Intellectual Property Rights are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work

Product by Successful Respondent. Successful Respondent will not make or retain any copies of the Work Product or any documentation or other products and results of the services without the prior written consent of Customer.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any document and to do all other lawfully permitted acts to further any purpose with the same effect as if executed and delivered by Successful Respondent, provided however that no grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to the document. It is understood that this power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute applications and to take all other action concerning the Work Product, and Successful Respondent shall cooperate in the preparation and prosecution of all applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of Moral Rights. The term "Moral Rights" refers to any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not the right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in

any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of those rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as injury should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon expiration or termination of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer (1) all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data; and (2) all other documents or materials (generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in that Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product, including originals and copies.

5.8 Successful Respondent License to Use

Customer grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Third-Party Provider shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

(a) To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to

(1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon Successful Respondent IP or Third-Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and

(2) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if the materials include any

Third-Party IP.

(b) On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third-Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain the written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Successful Respondent will promptly give copies of the agreements to the Customer upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a worldwide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, reproduce, modify, display, perform (by any means), transmit, distribute, store, prepare derivative works of, and otherwise exploit any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, on the condition that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by the competitive materials. To the extent that Successful Respondent wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for the desired use.

6 DATA TERMS

6.1 Authorized Use of Customer Data

Successful Respondent and its Third-Party Providers shall not use Customer Data for any purpose other than the fulfillment of this Contract. Successful Respondent shall not use Customer Data in any manner for purposes of training artificial intelligence technologies unless Successful Respondent obtains Customer's prior written consent. Successful Respondent shall not sell, assign, lease, or encumber Customer Data.

6.2 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all Customer Data for Customers located in the State of Texas must remain and be located, handled, stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the United States, unless the Customer provides specific written authorization for Customer Data to be located elsewhere. All Customers located outside the State of Texas may allow data location and handling outside of the United States at the Customer's discretion. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE U.S.-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

6.3 Data Classification

Upon request of a Customer that is a Texas state agency, Successful Respondent shall coordinate with Customer to implement a data classification scheme, as required under Texas Government Code Section 2054.161, for any data used in or produced from the products and services.

6.4 Data Breach Notification and Response

In the event that Successful Respondent discovers, is notified of, or knows of any actual, suspected, or threatened data breach that compromises or could reasonably be expected to compromise Customer Data through unauthorized use, disclosure, or acquisition, Successful Respondent shall promptly, but no later than eight (8) hours after such discovery, provide notice of such breach to the affected Customer and, if the affected Customer is located in Texas, to DIR. After such notification, Successful Respondent shall:

(a) investigate to determine the nature, cause, and extent of the breach;

(b) take any action necessary to contain the incident and remediate, as soon as practicable and to the extent practicable, any harmful effect of the breach known to Successful Respondent;

(c) provide Customer and DIR with regular updates on the status of the breach; and

(d) cooperate with Customer in providing any required notices regarding the breach.

7 ACCESSIBILITY STANDARDS

7.1 General Accessibility Requirements

(a) Under Texas Government Code Chapter 2054, Subchapter M, and DIR implementing rules, DIR and certain Customers must procure electronic and information resources that comply with the accessibility standards defined in Texas Administrative Code Title 1 Chapter 206 and Chapter 213, and in the Worldwide Web Consortium WCAG 2.1 AA technical standard as applicable when products or services are available in the commercial marketplace or when products are developed in response to procurement solicitations. All associated documentation must also be in an accessible format. Examples of accessible format include: properly formatted PDFs created by exporting documents instead of creating a jpeg file; alt text for images; keyboard-only navigation; color contrast; compatible with zoom magnification; graphics include labels and do not rely solely on color.

(b) The Parties acknowledge and agree that accessibility requirements are subject to modification by relevant legislative bodies, and that the then-current accessibility requirements shall control for all purposes.

(c) Successful Respondent shall work with Customer to ensure that the products and services provided pursuant to the Contract and any associated Purchase Agreement comply with the Customer's accessibility requirements.

7.2 Specific Accessibility Requirements

(a) Successful Respondent shall cooperate with Customers, including by providing the information and documents identified below, to ensure that Customers are able to comply with all applicable accessibility laws and standards in purchasing products and services under this Contract.

(b) Upon Customer request, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) WCAG Edition (Version 2.4 or higher) or URL links to specific ACRs located on manufacturer webpages (where available) for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product, product family, or service (as applicable) requested by such Customer. Instructions on how to complete this document are included in the template itself. Successful Respondent may provide ACRs based on earlier versions of the VPAT® template if completed ACRs already exist, and there have been no changes to the product or service since the time of the original document completion. If Successful Respondent claims that a proposed product, family of products, or service is exempt from accessibility requirements, it must specify the exempt product or family of products and the basis for the exemption in "Notes" located in the product information section of the VPAT 2.4 or higher.

(c) Upon Customer request, Successful Respondent must provide a completed, current, and accurate Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services and services that include user accessed, online components) which documents Successful Respondent's capability

or ability to produce accessible electronic and information resources.

(d) For non-COTS offerings, Successful Respondent must ensure that the accessibility standards defined in Texas Administrative Code Title 1 Chapter 206 and Chapter 213, and other applicable standards, are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, quality assurance testing, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by Customers.

(e) Upon Customer request, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) Vendor Self-Assessment.

(f) Upon Customer request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, methods, and prior work.

8 CONTRACT PROMOTION

8.1 Texas State Agencies Required to Purchase Through DIR Contracts

Texas Government Code Section 2157.068 requires Texas state agencies to buy commodity items using contracts developed by DIR unless the agency obtains an exemption from DIR.

Successful Respondent shall direct all Texas state agencies to coordinate all sales through existing DIR contracts unless Customer demonstrates that it has obtained a written exemption from DIR. Institutions of higher education are exempt from this Section.

8.2 Endorsements

DIR does not endorse vendors, products, or services. The existence of this Contract does not indicate in any way that DIR endorses, approves, or otherwise recommends Successful Respondent or its offerings.

8.3 Public Disclosure

Successful Respondent shall not make public disclosures or news releases about the Contract without prior written approval of DIR.

8.4 Internet Access to Contract and Pricing Information

No later than thirty (30) calendar days after the Effective Date, Successful Respondent shall establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's webpage. Successful Respondent must use a web hosting service that provides a dedicated internet protocol address. Successful Respondent must ensure their webpage is secured using modern encryption standards, including maintaining a valid and up-to-date security certificate, requiring all users to access the site via Hypertext Transfer Protocol Security (HTTPS), and configuring the hosting environment to enforce secure protocols.

Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site or maintain the link.

The Contract constitutes a public document under Texas law and Successful Respondent shall not restrict access to Contract terms and conditions, including pricing, by any means including but not limited to use of restrictive technology or passwords. DIR may terminate the Contract without penalty if Successful Respondent does not meet the webpage requirements.

The webpage must include:

(a) a detailed list of products or services awarded;

(b) the current MSRP or list price and the applicable discount percentage for all products or services awarded, or a mechanism to obtain pricing, as applicable;

(c) Successful Respondent contact information, including name, telephone number and email address;

(d) instructions for obtaining quotes and entering into Purchase Agreements;

(e) the Contract number with a hyperlink to the Contract's DIR webpage;

(f) the DIR logo in accordance with the requirements of Section 8.8; and

(g) any additional information that the Master Cooperative Contract identifies as required to be included on the webpage.

8.5 Accurate and Timely Contract Information

Successful Respondent agrees to accurately and completely post, maintain, and display the webpage information above in an objective and timely manner. Successful Respondent shall, at its own expense, correct any non-conforming or inaccurate information posted at Successful Respondent's webpage within ten (10) Business Days after written notification by DIR.

8.6 Webpage Compliance Checks

DIR may conduct periodic Compliance Checks of the information posted for the Contract on Successful Respondent's webpage. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed on this webpage is compliant with the pricing as stated in the Contract.

8.7 Responsibility for Webpage Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials on Successful Respondent's webpage. DIR may require a change of Contract-related content if, in the opinion of DIR, it does not adequately represent the Contract.

8.8 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval from that Customer.

Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with

the following stipulations:

(a) the logo may not be modified in any way;

(b) the size of the DIR logo must be equal to or smaller than Successful Respondent's logo; and

(c) the DIR logo is only used to communicate the availability of services under the Contract to Customers.

Any other use of the DIR logo requires prior written permission from DIR.

8.9 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. DIR may use the logo on the DIR webpage or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract gives DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

8.10 Trade Show Participation

DIR may require Successful Respondent to participate in no more than two (2) DIR-sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation is at Successful Respondent's expense and includes providing a staffed booth display or similar presence. DIR will provide a minimum of four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all DIR-sponsored trade shows. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

9 PURCHASE AGREEMENTS, INVOICES, AND PAYMENTS

9.1 Purchase Agreements

Customers must place Purchase Agreements directly with Successful Respondent. Purchase Agreements become effective and binding upon Successful Respondent when accepted by Successful Respondent.

9.2 Invoices

(a) Successful Respondent shall submit Invoices directly to Customer. Customer shall make all payments for services purchased under the Contract and provide any acceptance of those services to Successful Respondent.

(b) Invoices must be timely and accurate. Each Invoice must match Customer's Purchase Agreement and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Agreement number or other

pertinent information for verification of receipt of the products and services by the Customer.

(c) Successful Respondent shall not list the DIR Administrative Fee as a separate line item when it provides pricing or Invoices to Customer.

9.3 Payments

Successful Respondent and Customers shall comply with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act, as applicable. For Customers that are not subject to Texas Government Code Chapter 2251, Customer and Successful Respondent must agree to acceptable payment terms in the Purchase Agreement. Payment under the Contract does not foreclose the right to recover wrongful payments at a later time.

9.4 Tax-Exempt

Government entity Customers are typically exempt from the assessment of State sales, use and excise taxes under Texas Tax Code Section 151.309 and from Federal Excise Tax under 26 United States Code Sections 4253(i) and (j). All Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

9.5 Travel Expense Reimbursement

Pricing for services provided under the Contract exclude any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may be separately available, and includes personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals. Reimbursement amounts must not exceed the amounts authorized for state employees as adopted by each Customer; and all reimbursement rates must not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Successful Respondent must not include travel time as part of the amounts payable by Customer for any services rendered under the Contract. Successful Respondent must obtain Customer's written pre-approval for any anticipated travel expenses. Customer may reject payment for travel expenses which are not pre-approved in writing. The DIR Administrative Fee does not apply to travel expense reimbursement.

9.6 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free on Board Customer's destination. Successful Respondent may not charge additional fees for standard shipping and handling. If a Customer requests expedited or special delivery, Customer must pay for any additional charges for expedited or special delivery.

10 CONTRACT ADMINISTRATION

10.1 Service, Sales, and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. Successful Respondent shall sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that Eligible Customers are made aware of the existence of the Contract.

10.2 Contract Managers

DIR and Successful Respondent shall each designate a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). DIR will post information regarding each Contract Manager on its webpage for the Contract. DIR may require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

10.2.1 DIR Contract Manager

Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

The DIR Contract Manager's duties include but are not limited to:

(a) managing the Contract and monitoring compliance;

(b) advising DIR of Successful Respondent's performance under the Contract; and

(c) periodic verification of pricing and monthly reports submitted by Successful Respondent.

10.2.2 Successful Respondent Points of Contact

(a) Upon execution of the Contract, Successful Respondent shall provide DIR with written notification of

(1) Successful Respondent Contract Manager's name and contact information;

(2) Successful Respondent sales representative name and contact information;

(3) Successful Respondent Accounts Payable contact name and contact information; and

(4) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

(b) Successful Respondent Contract Manager's duties shall include but are not limited to:

(1) marketing and management of the Contract;

(2) facilitating dispute resolution between Successful Respondent and Customers; and

(3) advising DIR of Successful Respondent's performance under the Contract.

10.3 Required Meetings

DIR may require Successful Respondent and any Third-Party Providers to participate in meetings throughout the life of the Contract. In addition to the meetings specifically identified below, DIR, in its sole discretion, may require participation in additional meetings, including meetings to review Successful Respondent's performance under the Contract. Meetings will be held virtually or in person at a location selected by DIR in Austin, Texas, and at a date and time mutually acceptable to DIR and Successful Respondent. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at any meeting.

10.3.1 Orientation Meeting

No later than thirty (30) calendar days after execution of the Contract, Successful Respondent shall attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments.

10.3.2 End of Contract Transition Meeting

In its sole discretion, DIR may require participation in meetings related to the termination or expiration of the Contract.

10.4 Required Reports

10.4.1 Reporting Responsibility

Successful Respondent shall file any necessary reports. DIR may verify required reports and take any actions necessary to enforce its rights under the Contract. If DIR requests any additional documentation needed to verify the reports, Successful Respondent shall provide all required documentation at no cost.

10.4.2 Detailed Monthly Vendor Sales Report

(a) Using the Vendor Sales Report (VSR) portal, Successful Respondent shall submit a monthly sales report detailing sales activity under the Contract for the previous month period. This includes months in which there are no sales. Monthly sales reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report is due on the next Business Day. For example, Successful Respondent must submit its monthly sales report for January between February 1st and February 15th.

(b) The sales report shall include, at a minimum, the following information per transaction: the detailed sales for the period, Customer name, Invoice date, Invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Agreement number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each sales report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction.

(c) Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

10.4.3 DIR Cost Avoidance Reports

As part of the performance measures reported to State leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, MSRP or list price, and price to Customer under the Contract. If Successful Respondent holds a current contract with a Consortium for the same types of offerings awarded on the DIR contract, Successful Respondent may be requested to provide the customer pricing on the awarded Consortium contract.

10.4.4 Historically Underutilized Business (HUB) Subcontract Reports

Successful Respondent shall electronically provide each Customer with its HUB Subcontracting Report as required by Texas Government Code Chapter 2161. DIR shall be copied on all reports submitted to Customer.

10.4.5 Accurate and Timely Submission of Reports and DIR Administrative Fees

(a) Successful Respondent shall submit sales reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) Business Days of written notification by DIR. Successful Respondent shall deliver any late sales reports or late DIR Administrative Fee payments within three (3) Business Days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate sales reports or DIR Administrative Fee payments or deliver late sales reports and DIR Administrative Fee payments within three (3) Business Days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion. The corrective plan of action is subject to DIR approval.

(b) If Successful Respondent fails to correct inaccurate sales reports or cure the delay in timely and accurate delivery of sales reports and payments within the corrective plan of action timeline, DIR may, at DIR's expense, require an independent third-party audit of Successful Respondent's records as specified in Section 10.5, Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval). If DIR finds that Successful Respondent is responsible for inaccurate reports, DIR may invoice Successful Respondent for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

(c) Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day, up to $1000/month, for each Business Day the report or payment is due, or suspension or termination of Successful Respondent's Contract.

(d) For Customers whose payments are processed by the Comptroller of Public Accounts, the volume of payments made to Successful Respondent through the Comptroller and the

administrative fee based thereon are presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

10.5 Records and Audit

10.5.1 Review by State Auditor

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure all subcontractors are aware of this clause and that a requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

10.5.2 Review by DIR or its Designee

Successful Respondent agrees that DIR, a DIR designee, or third-party auditor may conduct an audit, Compliance Check, or other similar investigation of Successful Respondent's compliance with the Contract.

10.5.3 Records Retention and Access

(a) Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final, and unappealable resolution of all Compliance Check, audit, or litigation issues that arise under the Contract, whichever is later. The records shall include per transaction: Customer name, Invoice date, Invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Agreement number, contact name, Customer's complete billing address, the calculations supporting each DIR Administrative Fee owed under the Contract, HUB Subcontracting Reports, and other documentation as may be requested.

(b) Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, Purchase Agreements, and any other items relevant to the performance of the Contract to DIR, the State Auditor's Office, and other persons or entities designated by DIR for the purposes of inspecting, auditing, conducting a Compliance Check, or copying the records.

(c) Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) Business Days' notice prior to inspecting, conducting a Compliance Check, or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be

made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's records shall be available to DIR staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff and designees during the performance of the inspection, audit, or Compliance Check. If DIR finds that Successful Respondent is responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

10.6 Proof of Financial Stability and Notice of Financial Events

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term. In the event that Successful Respondent becomes insolvent or is the subject of any bankruptcy or receivership proceeding prior to or during the Contract term or a Purchase Agreement term, Successful Respondent shall provide written notice to DIR and to Customer within five (5) Business Days of the insolvency or initiation of the bankruptcy or receivership proceedings.

11 DISPUTE RESOLUTION

11.1 No Waiver

A party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right to demand strict compliance with that or any other provision.

Nothing in this Contract or in any Purchase Agreement constitutes a waiver of any defense or immunity whatsoever.

11.2 Dispute Resolution Process

(a) Disputes arising under the Contract or a Purchase Agreement shall be resolved in accordance with Texas Government Code Chapter 2260. The contested case process provided in Texas Government Code Chapter 2260 is the Successful Respondent's sole and exclusive process for seeking a remedy for an alleged breach of Contract or Purchase Agreement.

(b) Except as provided in Texas Government Code Section 2251.051, Successful Respondent shall continue performance while the dispute is being resolved unless the Customer has terminated the Purchase Agreement.

(c) For Customers not subject to Texas Government Code Chapter 2260, disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer.

(d) DIR shall not be a party to any dispute between Customers and Successful Respondent unless DIR, in its sole discretion, decides to intervene.

(e) In any dispute with a unit of State government as defined in Texas Government Code Section 2260.001, the exclusive venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise states its applicability to the contracting Customer. If litigation does not involve any unit of State government, then venue

is fixed in the state or federal courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise states its applicability to the contracting Customer.

11.3 Vendor Performance Reporting Required

Texas state agencies are required by rule (34 Texas Administrative Code Section 20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

12 TERMINATION

12.1 Absolute Right to Terminate

DIR shall have the absolute right to immediately terminate the Contract without recourse in the following circumstances:

(1) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(2) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

(3) Successful Respondent becomes suspended or debarred from doing business with the State of Texas;

(4) Successful Respondent is or becomes statutorily ineligible to receive state contracts;

(5) DIR receives notice of potential criminal violations by Successful Respondent, whether or not the potential violations directly impact the provision of goods or services under the Contract; or

(6) DIR receives notice of any actual, suspected, or threatened data breach as described in Section 6.4.

DIR shall provide Successful Respondent with written notice of termination. DIR will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) Business Days after the termination.

12.2 Immediate Suspension

(a) DIR may, in its sole discretion, elect to suspend Successful Respondent for any of the following:

(1) Any of the same reasons as the absolute right to terminate set forth above;

(2) Successful Respondent fails to pay the DIR Administrative Fee or timely file

required reports; or

(3) DIR in its sole discretion determines that suspension is in the best interests of the State.

(b) While suspended, Successful Respondent shall not make any new sales under the Contract until it receives further written notice from DIR. Successful Respondent may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer.

(c) DIR will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) Business Days after the suspension .

(d) Successful Respondent may provide a written response and request an opportunity to present its position. DIR will review Successful Respondent's response but is under no obligation to provide formal response.

(e) The suspension ends when DIR either provides written notice that the suspension is lifted or provides notice of the termination of the Contract in accordance with this Section 12.

12.3 Termination for Non-Appropriation

12.3.1 Termination for Non-Appropriation by Customer

Customers may terminate a Purchase Agreement if funds sufficient to pay its obligations under the Contract are not appropriated:

(a) by the governing body on behalf of local governments;

(b) by the Texas legislature on behalf of state agencies; or

(c) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Texas Government Code Chapter 317.

In the event of termination, Customer will not be in default or breach under a Purchase Agreement or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, for any damages, or for any other amounts caused by or associated with termination.

12.3.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated by:

(a) Texas legislature; or

(b) budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Texas Government Code Chapter 317.

In the event of termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, for any damages or for any other amounts caused by or associated with termination.

12.4 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving Successful Respondent thirty (30) calendar days' written notice. A Customer may terminate a Purchase Agreement by giving Successful Respondent thirty (30) calendar days' written notice.

12.5 Termination for Cause

12.5.1 Termination for Cause by DIR

DIR may, upon written notice to Successful Respondent, terminate the Contract in whole or in part as of the termination date specified in the notice if Successful Respondent:

(a) Commits a material breach of this Contract which is not cured within thirty (30) calendar days after notice of breach from DIR, or such other applicable timeframe for cure expressly provided herein; or

(b) Commits a material breach of this Contract which is not capable of being cured within the period specified in the notice.

12.5.2 Termination for Cause by Successful Respondent

(a) Successful Respondent may terminate the Contract in whole as of the termination date specified in its notice if Successful Respondent issues a written notice of default to DIR upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions:

(1) First, the Successful Respondent must comply with the requirements of Texas Government Code Chapter 2260 in an attempt to resolve a dispute;

(2) Second, if the dispute remains unresolved after complying with Texas Government Code Chapter 2260's dispute resolution provisions, then Successful respondent shall give DIR thirty (30) calendar days from receipt of notice to cure said default. If DIR fails to cure the default within the timeframe allowed, the Successful Respondent may, at its option and in addition to any other remedies it may have available, terminate the Contract.

(b) Successful Respondent may terminate a Purchase Agreement in whole or in part as of the termination date specified in its notice if Successful Respondent issues a written notice of default to Customer upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract or Purchase Agreement, subject to the following preconditions:

(1) First, the Successful Respondent must follow the dispute resolution process described in Section 11.2 above;

(2) Second, if the dispute remains unresolved, the Successful Respondent shall give Customer thirty (30) calendar days from receipt of notice to cure said default. If Customer fails to cure said default within the timeframe allowed, the Successful Respondent may, at its option and in addition to any other remedies it may have available, terminate a Purchase Agreement.

12.5.3 Termination for Cause by Customer

(a) Customers are not parties to the Contract and therefore have no power to terminate the Contract.

(b) Customer may, upon written notice to Successful Respondent, terminate a Purchase Agreement in whole or in part as of the termination date specified in the notice if Successful Respondent:

(1) Commits a material breach of a Purchase Agreement which is not cured within thirty (30) calendar days after notice of breach from Customer, or such other applicable timeframe for cure expressly provided in the notice or in the Purchase Agreement; or

(2) Commits a material breach of a Purchase Agreement which is not capable of being cured within the period specified in the notice or in the Purchase Agreement.

(c) Customer may immediately suspend or terminate a Purchase Agreement without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if that non-compliance relates or may relate to Successful Respondent's provision of goods or services to the Customer.

12.6 Customer Rights Under Termination of Contract

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Agreement issued prior to the termination or expiration of the Contract. A Purchase Agreement and certain rights and obligations survive the expiration or termination of the Contract in accordance with Section 4.5.

12.7 Successful Respondent Rights Under Termination of Purchase Agreement

In the event a Purchase Agreement expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted by Customer. Certain rights and obligations survive the expiration or termination of the Contract in accordance with Section 4.5.

12.8 Transition Assistance

Upon request by Customer prior to expiration or termination of a Purchase Agreement, Successful Respondent shall provide reasonable and necessary assistance to accomplish a complete transition of the products or services from Successful Respondent to Customer or any replacement provider designated by Customer without any interruption of or adverse impact on the products or services. Successful Respondent shall perform services related to the transition at no additional cost beyond what would be paid under a Purchase Agreement. Customer and Successful Respondent may identify specific transition services needed in a Purchase Agreement.

13 INDEMNIFICATION AND LIABILITY

13.1 Indemnification

(a) SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DIR, THE

STATE OF TEXAS, AND CUSTOMERS, AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, RESULTING FROM, OR RELATED TO:

(1) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract;

(2) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract;

(3) any breach, disclosure, ransomware attack, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer Data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or Third-Party Providers in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract; and

(4) tax liability, unemployment insurance, workers' compensation, or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract.

(b) Successful Respondent shall coordinate the defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit. Successful Respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. For non-Texas state agency Customers, Customer's legal counsel shall coordinate the defense with Successful Respondent. Successful Respondent and the Customer shall furnish timely written notice to each other and to DIR of any claim.

(c) This section is not intended to and shall not be construed to require Successful Respondent to indemnify or hold harmless DIR or Customers for any claims or liabilities resulting from the negligent acts or omissions of DIR or Customer or their employees.

13.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent shall pay all costs as defense, including attorneys' fees, and may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense:

(a) procure for Customer the right to continue to use the affected portion of the product or

service, or

(b) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

13.3 Property Damage

In the event of loss, damage, or destruction of any tangible or real property of Customer or the State due to the negligence, misconduct, wrongful act or omission on the part of Successful Respondent, its employees, agents, representatives, or third-party providers, Successful Respondent shall pay the full cost of either repair, reconstruction, or replacement of the property, at the Customer's sole election. Customer shall determine the cost, which Successful Respondent shall pay within ninety (90) calendar days after the date Successful Respondent receives Customer's written notice of the cost.

13.4 Limitation of Liability

(a) For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties are liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of those damages.

(b) Successful Respondent and a Customer may include in a Purchase Agreement a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Agreement; on the condition that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Agreement. This value includes all amounts paid and amounts to be paid over the life of the Purchase Agreement to Successful Respondent by the Customer as described in the Purchase Agreement.

(c) Notwithstanding the foregoing or anything to the contrary, any limitation of Successful Respondent's liability contained in this Contract or in a Purchase Agreement shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of a violation.

14 REQUIRED INSURANCE COVERAGE

14.1 General Insurance Requirements.

(a) As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage to DIR within ten (10) Business Days of execution of the Contract if Successful Respondent may provide services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers.

(b) In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the specified

insurance coverage, and shall provide proof of the insurance coverage to Customer within ten (10) Business Days following the execution of a Purchase Agreement.

(c) Successful Respondent may not begin performance under the Contract until it provides proof of insurance coverage to DIR. Successful Respondent may not begin performance under a Purchase Agreement until it provides proof of insurance coverage to Customer and Customer approves the proof of coverage.

(d) If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles to conduct work on behalf of Customers, Successful Respondent may certify to those facts and agree to provide notice and the required insurance if the facts change. DIR will provide a form for the Certification of Off-Premises Customer Services, which Successful Respondent shall execute. An executed Certification shall satisfy the insurance requirements.

(e) Successful Respondent acknowledges that Customer may have additional insurance requirements.

(f) Proof of additional insured coverage for DIR shall be provided to DIR. Proof of additional insured coverage for Customer shall be provided to Customer.

14.2 Provider and Additional Insured Requirements

All required insurance must be issued by companies that have a minimum A rating and a minimum Financial Size Category Class of VII from AM Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Agreement issued to Successful Respondent thereunder.

14.3 Commercial General Liability

Commercial general liability must include $1,000,000.00 per occurrence for bodily injury and property damage with a separate aggregate limit of $2,000,000.00; medical expenses per person of $5,000.00; personal injury and advertising liability of $1,000,000.00; products/completed operations aggregate limit of $2,000,000.00; and damage to premises rented limit of $50,000.00. Customers may require additional umbrella/excess liability insurance. The policy shall contain the following provisions:

(a) Blanket contractual liability coverage for liability assumed under the Contract;

(b) Independent contractor coverage;

(c) DIR and Customer listed as an additional insured; and

(d) Waiver of subrogation.

14.4 Workers' Compensation Insurance

Workers' compensation insurance and employers' liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act found in Texas Labor Code Title 5, Subtitle A, and minimum policy limits for employer's liability of $1,000,000 per

accident, $1,000,000 disease per employee and $1,000,000 per disease policy limit.

14.5 Business Automobile Liability Insurance

Business automobile liability insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following provisions:

(a) Waiver of subrogation; and

(b) DIR and Customer listed as an additional insured.

15 SUCCESSFUL RESPONDENT OBLIGATIONS

15.1 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 United States Code Sections 8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 Code of Federal Regulations Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may be issued.

15.2 Ability to Conduct Business in Texas

Successful Respondent shall be validly formed and currently authorized to do business under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code Chapter 9. Upon request by DIR, Successful Respondent shall provide all documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and under the laws of its state of organization.

15.3 Equal Opportunity Compliance

Successful Respondent shall abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws, the laws of the State of Texas, and the laws of the state in which Successful Respondent's primary place of business is located. In accordance with those laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, 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 by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent shall take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

15.4 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its Appendix B, HSP, in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). Successful Respondent must provide a revised copy of Appendix B, HSP, and obtain DIR's approval of the HSP before it can engage additional subcontractors in the performance of the Contract or remove subcontractors currently engaged in the performance of the Contract. Successful Respondent is solely responsible for the performance of its obligations under the Contract.

15.5 Responsibility for Actions

Successful Respondent is solely responsible for its actions and those of its Third Party Providers. Successful Respondent agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

15.6 Taxes, Worker's Compensation, and Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent is entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent shall comply with all applicable state and federal laws, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity Customer.

15.7 Confidentiality and the Texas Public Information Act

Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code Section 552.003 are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and governmental body Customers will comply with the Public Information Act, all opinions of the Texas Attorney General's office concerning the Act, and applicable judicial orders or opinions interpreting the Act.

15.8 No Recordings

Successful Respondent shall not record any meeting, call, conference, or other communication with DIR, a Customer, or an Eligible Customer, without prior written consent of DIR, the Customer, or the Eligible Customer, as applicable.

15.9 Security of Premises, Equipment, Data and Personnel

Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-

Party Providers shall preserve the safety, security, and the integrity of the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or Third-Party Provider protects its own information. Successful Respondent shall be liable for all damage to Customer-owned, leased, or occupied property and equipment caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Agreement.

15.10 Background and Criminal History Investigation

Prior to commencement of any services, background and criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct the background checks itself. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background or criminal history check, then Customer may immediately terminate its Purchase Agreement and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

15.11 Overcharges

Successful Respondent assigns to DIR all claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 United States Code Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Chapter 15.

15.12 Use of State Property

Successful Respondent shall not use equipment, property, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers, and telephones using State of Texas long distance services. Upon demand by Customer, Successful Respondent shall immediately reimburse Customer for any charges it incurs by using a Customer's equipment for any purpose other than performing services under this Agreement. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Agreement, and other remedies available to DIR and Customer under the Contract and applicable law.

15.13 Immigration

Successful Respondent shall comply with all requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

15.14 Product or Services Substitutions

Successful Respondent must not make substitutions to products or services without the prior written consent of DIR or Customer, as applicable.

15.15 Secure Erasure of Hard Disk Capability

Successful Respondent agrees that all managed products or services equipped with hard disk drives such as computers, telephones, printers, fax machines, scanners, multifunction devices, shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of the managed products or services, either at the end of product's useful life or the end of the related Purchase Agreement for such products or services, in accordance with 1 Texas Administrative Code Chapter 202 or NIST 800-88.

15.16 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Texas Business and Commerce Code Chapter 110, requiring computer technicians to report images of child pornography.

16 REQUIRED CLAUSES AND CERTIFICATIONS

16.1 Antitrust Affirmation

Successful Respondent represents and warrants that, in accordance with Texas Government Code Section 2155.005, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

16.2 Buy Texas

To the extent applicable, in accordance with Texas Government Code Section 2155.4441, Successful Respondent agrees that during the performance of a Purchase Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State.

16.3 Child Support Obligation Affirmation

Successful Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed to the State and is not ineligible to receive payment under Texas Family Code Section 231.006. Successful Respondent acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.4 Cloud Computing Risk and Authorization Management Program (TX-RAMP)

If the services to be provided under a Purchase Agreement include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by Texas Administrative Code Title 1 Section

202.27 and Section 202.77 and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of the Purchase Agreement, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing the Purchase Agreement. Upon request from DIR or the Customer issuing the Purchase Agreement, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP.

16.5 Computer Equipment Recycling Program

If the products and services to be provided include the purchase or lease of computer equipment, Successful Respondent certifies that it is in compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.

16.6 Contracting Information Responsibilities

Successful Respondent represents and warrants that it will comply with the requirements of Texas Government Code Section 552.372(a) as applicable. Except as provided by Texas Government Code Section 552.374(c), the requirements of Texas Government Code Chapter 552 Subchapter J, may apply to the Contract or Purchase Agreements, and Successful Respondent agrees that the Contract or Purchase Agreements can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

16.7 COVID-19 Vaccine Passport Prohibition

Successful Respondent certifies that, under Texas Health and Safety Code Section 161.0085, Successful Respondent is not ineligible to receive the Contract.

16.8 Critical Infrastructure Affirmation

Pursuant to Texas Government Code Section 2275.0102:

(a) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

(b) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and

(c) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical

infrastructure.

16.9 Additional Certification Regarding Foreign Ownership

Pursuant to Texas Executive Order GA-48, Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act; or

(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or

(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or

(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

16.10 Cybersecurity Training

In accordance with Texas Government Code Section 2054.5192, for any contract with a Texas state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that the officer, employee, or subcontractor shall complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by Customer Texas state agency or institution of higher education. The cybersecurity training program must be completed by the officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer Texas state agency or institution of higher education completion of the program by each officer, employee, or subcontractor.

16.11 Data Management and Security Controls

If a Purchase Agreement is subject to Texas Government Code Section 2054.138, Successful Respondent shall meet the security controls required by the Purchase Agreement and shall periodically provide to the Customer evidence that Successful Respondent meets all required security controls.

16.12 Dealings with Public Servants

Successful Respondent represents and warrants that it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

16.13 Deceptive Trade Practices; Unfair Business Practices

(a) Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been

(1) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Texas Business and Commerce Code Chapter 17, or

(2) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

(b) Successful Respondent certifies that it has no officers who have served as officers of other entities who have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation, or other proceeding.

16.14 Debts and Delinquencies

Successful Respondent acknowledges and agrees that, to the extent Successful Respondent owes any debt including but not limited to delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full.

16.15 Energy Company Boycotts

If Successful Respondent is required to make a verification pursuant to Texas Government Code Section 2276.002, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

16.16 Entities that Boycott Israel

In accordance with Texas Government Code Section 2271.002, Successful Respondent certifies that either:

(a) It meets an exemption criterion under 2271.002; or

(b) It does not boycott Israel and will not boycott Israel during the term of the Contract.

16.17 E-Verify Program

Pursuant to Texas Government Code Chapter 673, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

(a) all people employed by Successful Respondent to perform duties within Texas; and

(b) all persons, including subcontractors, assigned by Successful Respondent to perform work pursuant to the Contract within the United States of America.

16.18 Excluded Parties

Successful Respondent Certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

16.19 Executive Head of a State Agency Affirmation

Pursuant to Texas Government Code Section 669.003, relating to contracting with an executive

head of a Texas state agency, no person who served as an executive of DIR in the past four (4) years was involved with or has any interest in the Contract. If Successful Respondent employs or has used the services of a former executive of DIR, then Successful Respondent shall provide the following information to DIR: name of the former executive, the date of separation from DIR, the position held with Successful Respondent, and the date of employment with Successful Respondent.

16.20 Financial Participation Prohibited

Under Texas Government Code Section 2155.004, Successful Respondent certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.21 Firearm Entities and Trade Associations Discrimination

If Successful Respondent is required to make a verification pursuant to Texas Government Code Section 2274.002, Successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16.22 Foreign Terrorist Organizations

In accordance with Texas Government Code Section 2252.152, Successful Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

16.23 Former Agency Employees

Successful Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of DIR during the twelve (12) month period immediately prior to the date of execution of the Contract.

16.24 Human Trafficking Prohibition

In accordance with Texas Government Code Section 2155.0061, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.25 No Conflicts of Interest

Successful Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety.

16.26 Prior Disaster Relief Contract Violation

Under Texas Government Code Section 2155.006 and Section 2261.053 it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment

withheld if this certification is inaccurate.

16.27 Public Information

Pursuant to Texas Government Code Section 2252.907, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Each State governmental body Customer should include in their Purchase Agreement any additional terms regarding the specific format by which Successful Respondent must make the information accessible by the public.

16.28 Suspension and Debarment

Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

16.29 Additional Certifications

Successful Respondent certifies, represents, and warrants that:

(a) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(b) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

(c) as of the Effective Date of the Contract, it is not listed in any of the Divestment Statute Lists published on the Texas Comptroller of Public Accounts webpage (https://comptroller.texas.gov/purchasing/publications/divestment.php);

(d) all equipment, materials, works, and services to be used in performing and fulfilling the requirements of the Contract shall be of high professional quality and workmanship and consistent with or better than applicable industry standards, if any;

(e) it has complied with Texas Government Code Section 556.0055 and its restriction on lobbying expenditures; and

(f) its receipt of appropriated or other funds under this Agreement is not prohibited by Texas Government Code Section 556.005 or Section 556.008.

16.30 No False Statements

Successful Respondent represents and warrants that all information provided by Successful Respondent is current, complete, true, and accurate. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent shall fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the

certifications, representations, and warranties and any changes thereto.

16.31 Updates to Certifications

Successful Respondent shall report to the DIR Contract Manager within five (5) Business Days any change to the information contained in the Certification Statement of Exhibit A of the RFO or Section 16, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent shall fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and the status of conflicts of interest.

16.32 Customers May Require Additional Certifications

Successful Respondent acknowledges that each Customer may require additional certifications or representations in addition to the certifications in this Contract.

<END OF APPENDIX A>

INTERLOCAL COOPERATION CONTRACT
for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between The City of Santa Fe Purchasing Division, New Mexico [DIR Customer], with its principal place of business at 2651 Siringo Road Building H, Santa Fe, NM 87505 and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.
c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[ ] Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter _____, Texas _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to NEW MEXICO STATUTES (NMSA) SECTIONS 13-1-135 COOPERATIVE PROCUREMENT AUTHORIZED OR 13-1-129 PROCUREMENT UNDER EXISTING CONTRACTS.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interlocal Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of New Mexico, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is state or federal courts located in Santa Fe, County, NM.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts: A mutually agreeable alternative dispute resolution method must be sued before initiation of a judicial action.

VIII. Notification

All notices under this Interlocal Contract shall be sent to a party at the respective address indicated below.

DIR Customer:
Contact Name: ROBERT RODARTE
Customer Name: THE CITY OF SANTA FE PURCHASING OFFICE
Address: 2651 SIRINGO ROAD BUILDING H
City, State, Zip Code: SANTA FE, NM 87505
Phone Number: 505.955.5712
Facsimile: 505.955.5714
Email: RRODARTE@SANTAFENM.GOV

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

CITY OF SANTA FE PURCHASING OFFICE

Authorized By: Signature on File

Name: ROBERT RODARTE

Title: PURCHASING OFFICER

Date: 4/1/16

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 4/12/2016

Office of General Counsel: Signature on File Date: 4/6/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2026 — 1/30/2026

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

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

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED 1498390	LANGAN ENGINEERING, ENVIRONMENTAL, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, D.P.C. 300 KIMBALL DRIVE, 4TH FLOOR PARSIPPANY NJ 07054 BROCK SAYLOR	**INSURER A :** National Fire Insurance Co of Hartford	20478
		INSURER B : The Continental Insurance Company	35289
		INSURER C : The Continental Ins Co of New Jersey	42625
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22962906 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7014708217	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	Y	6016359856	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	6045964169	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $ XXXXXXX
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2025 8/1/2025 8/1/2025	8/1/2026 8/1/2026 8/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROF LIAB INCL. POLL LIAB	N	N	AEH591971277.	8/1/2025	8/1/2026	$1,000,000 PER CLAIM/AGG	

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

RE: LANGAN PROJECT #620079800 - SANTA FE EAM & GIS SERVICES. CITY OF SANTA FE THEIR OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER. EFFECTIVE UPON FINAL EXECUTION OF THE CONTRACT.

CERTIFICATE HOLDER

22962906
CITY OF SANTA FE
P.O. BOX 909
SANTA FE NM 87504-0909

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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GB-Langan_Memo,_contract,_attachments_signed_by_PW

Final Audit Report 2026-06-12

Created:	2026-06-04
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAyc4hGWW16zhxgAyeJZSTX7dWYR6pd33H
Documents:	Langan_Memo,_contract,_attachments_signed_by_PW.pdf (98 pages)

"GB-Langan_Memo,_contract,_attachments_signed_by_PW" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-04 - 4:14:24 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-06-04 - 4:17:19 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-06-04 - 4:18:45 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-06-04 - 4:18:47 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
2026-06-04 - 4:19:03 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-04 - 4:19:53 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-04 - 4:21:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-04 - 4:21:16 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-06-04 - 4:21:22 PM GMT- IP address: 51.54.38.123

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-05 - 1:25:29 AM GMT- IP address: 172.226.3.190

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CITY OF SANTA FE

The Purchasing Memo

Date: June 26, 2026

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

From: Marcella Apodaca, Business Operators Manager Marcella Apodaca

Via: Sandra Emory, Community Services Department Director Sandra Emory

Subject: Urban Alchemy Contract #3250602

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:
Request for Approval of a BAR in the amount of six hundred eighty-nine thousand six hundred seventy-five dollars ($689,675) to Fund Urban Alchemy for Six Months of Contracted Services, Contract #3250602 from General Fund Reserves.

CONTRACT NUMBER:
The FY26 Munis contract number is 3250602.

BACKGROUND AND SUMMARY:
Over the past 10 years, the City of Santa Fe has experienced a significant increase in calls for service, including emergency medical response, law enforcement activity, and community complaints related to public safety and sanitation. These challenges include reports of drug use, aggressive behavior, unsanitary conditions, and visible mental health crises. The high concentration of vulnerable individuals in both the Cerillos Road Corridor and the Downtown areas, many of whom are unsheltered and face complex behavioral health needs—has strained both emergency services and neighborhood relationships. To address these concerns, the City of Santa Fe is launching a community-based public safety initiative that prioritizes proactive engagement, harm reduction, and service connection. Rather than relying solely on traditional law enforcement responses, this approach aims to build trust, reduce conflict, and create safer conditions for both unhoused individuals and surrounding residents and businesses. The selected Contractor will provide a consistent presence in affected areas, using de-escalation techniques, supportive engagement, and coordination with housing, behavioral health, and outreach services. The goal is to reduce risk, improve safety outcomes, and support long-term stabilization for individuals and the broader community.

In FY26, The City of Santa Fe entered a contract with Urban Alchemy in the total amount of $7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a term of 4 years.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: General Fund Reserves/1000121

Munis Object Name/Number: Operating Transfer to Homeless Services/750240

Budget Officer / Designee: CHRIS PARKER for AJH CHRIS PARKER for AJH (Jun 26, 2026 15:37:10 MDT) **Date:** Jun 26, 2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

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Emergency Procurements - This procurement was conducted under the authority of NMSA 1978, Section 13-1-127, which permits emergency procurements when immediate action is required to preserve public health, safety, or welfare. Due to the nature of the emergency, Urban Alchemy was selected to provide the necessary goods and/or services. Documentation of the emergency determination has been completed as required.

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: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Contract #3250602
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services Department/Youth and Family Division	6/24/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Grants and Services	2400125	510400		689,675	
Operating Transfer to Homeless Services (Community Development Fund)	1000121	750240		689,675	
REVENUES				{enter as negative #}	{enter as positive #}
Operating Transfer from Youth & Family Administration (General Fund)	2400125	650100		(689,675)	
				$ 689,675	$ -

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

Funding for Urban Alchemy for Six Months of Contracted Services from General Fund Reserves.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(689,675)
TOTAL:	(689,675)

Marcella Apodaca — 6/24/2026
Prepared By {print name} — Date

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

CHRIS PARKER for AJH — Jun 26, 2026
CHRIS PARKER for AJH (Jun 26, 2026 15:37:10 MDT)
Budget Officer — Date

CITY COUNCIL APPROVAL

City Council Approval Date:

Division Director Signature {optional} — Date

N/A
Finance Director {≤ $5,000} — Date

Sandra Mory — Jun 26, 2026
Department Director Signature — Date

Agenda Item #:

N/A
City Manager {≤ $60,000} — Date

CITY OF SANTA FE

The Purchasing Memo

Date: May 23, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department

Subject: Street Outreach Services Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department Respectfully Requests your Review and Approval of a Service Contract with Urban Alchemy in the Total Amount of $ 7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a Term of 4 years. (Henri Hammond-Paul, Director, Community Health and Safety; hmhammondpaul@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250602.

BACKGROUND AND SUMMARY:

Over the past 10 years, the City of Santa Fe has experienced a significant increase in calls for service, including emergency medical response, law enforcement activity, and community complaints related to public safety and sanitation. These challenges include reports of drug use, aggressive behavior, unsanitary conditions, and visible mental health crises. The high concentration of vulnerable individuals in both the Cerillos Corridor and the Downtown areas—many of whom are unsheltered and face complex behavioral health needs—has strained both emergency services and neighborhood relationships.

To address these concerns, the City is launching a community-based public safety initiative that prioritizes proactive engagement, harm reduction, and service connection. Rather than relying solely on traditional law enforcement responses, this approach aims to build trust, reduce conflict, and create safer conditions for both unhoused individuals and surrounding residents and businesses.

The selected Contractor will provide a consistent presence in affected areas, using de-escalation techniques, supportive engagement, and coordination with housing, behavioral health, and outreach services. The goal is to reduce risk, improve safety outcomes, and support long-term stabilization for individuals and the broader community.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This contract was awarded through a competitive Request for Proposals (RFP) process under NMSA 1978, Section 13-1-111. RFP #25131 was issued on March 7, 2025, and two proposals were received and evaluated in accordance with City procurement requirements (Munis Procurement #26485). Following a thorough evaluation process, the Evaluation Committee recommended awarding the contract to Urban Alchemy as the highest-scoring offeror.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño N/A **Date:** 05/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number:

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

Comment/Exceptions: _____

ATTACHMENTS:

- Horizons declination
- CPO Service Determination Email
- Procurement document: RFP
- Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
- Professional Services Contract

Item #: 25-0216
Munis Contract #: 3250602.
RFP #: 25131

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and executed by and between the **City of Santa Fe**, New Mexico, hereinafter referred to as the '**City**,' and **Urban Alchemy** hereinafter referred to as the '**Contractor**.' This Contract becomes effective upon approval by the City's Governing Body and execution by the Mayor, as set forth below.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has determined that this Contract complies with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199, and that the procurement process adhered to the requirements of NMSA 1978, Section 13-1-111 for the Request for Proposals (RFP); and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

Deliver street outreach services in areas identified by the City, including but not limited to, the following two specific key geographic areas in the city:

1. Cerrillos Corridor
2. Downtown Santa Fe

This initiative addresses public safety concerns, builds community relationships, and provides unhoused individuals with access to supportive services in safe locations. The Contractor will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

Goals and Objectives:

- Engage with unhoused individuals through street outreach to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide safe spaces within the Cerrillos Corridor, Downtown areas or other areas as identified by the City.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

Key Service Areas:

1. **Street Outreach:**
    - Deploy outreach teams in the Cerrillos Corridor and Downtown Santa Fe and other areas identified by the City.
    - Engage unhoused individuals with a compassionate, non-policing approach.
    - Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
    - Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.
2. **Safe Spaces and Day Services:**
    - Establish or manage designated safe spaces in both the Cerrillos Corridor and Downtown areas or other areas identified by the City.
    - Provide day services such as:
        - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
        - A welcoming environment for both housed and unhoused community members to foster inclusivity.
3. **Community-Based Public Safety:**
    - Activate public spaces through positive engagements that encourage safe behaviors.
    - Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
    - Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
    - Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

Deliverables:

- **Staffing:**
    - Provide outreach workers for each service area (Cerrillos Corridor and Downtown or other areas identified by the City).
    - Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.
- **Implementation:**
    - Define outreach schedules and coverage areas.
    - Establish safe spaces with access to day services in all areas.
- **Reporting:**
    - Submit regular updates on outreach activities, challenges, and outcomes.

- Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
- A detailed budget for outreach operations and the establishment/management of safe spaces.
- A timeline for implementation and ongoing service delivery.

- **Collaboration:**
  - Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
  - Participate in city-led meetings or planning sessions as needed.

This Contract may be utilized by any entity or organization legally authorized to do so, subject to the prior written approval of the City's Chief Procurement Officer. Eligible entities include, but are not limited to, all agencies, commissions, institutions, political subdivisions, and local public bodies. Any such use of this Contract shall be in accordance with all applicable laws, regulations, and procurement requirements. The Contractor shall honor all orders placed by authorized entities under the terms and conditions of this Contract.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to community-based public safety and street outreach for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars ($1,928,406.00) per year, The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars ($1,928,406.00) per year, which shall increase by 2% each year due to increases caused by cost-of-labor, overhead costs, and similar.**The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed $7,948,133.59 over four (4) years.**

B. Payment. The total compensation under this Contract shall not exceed **$7,948,133.59** including New Mexico gross receipts tax and expenses..**This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

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 thirty (30) (1) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

D. **Deliverable-Based Initial Payment.** The City shall provide Urban Alchemy with a one-time deliverable-based initial payment, of $250,000 or 20% of the total contract amount, whichever is less, upon submission and City approval of a written deliverable that outlines the following:

1. Urban Alchemy's proposed approach to street outreach in Santa Fe, including their understanding of local conditions and service gaps.
2. A summary of the evidence base and experience from other cities that informs their model.
3. A detailed plan for launching and scaling operations in Santa Fe, including staffing, timelines, and partnership strategy.
4. A strategy for sustaining operations and continuing to innovate over time.

This deliverable-based initial payment is in exchange for the deliverable described above and is not an advance on services and is included in the compensation amount described in paragraph 3(A) above. The deliverable must be submitted within 30 days of contract execution. Payment is contingent on City review and written acceptance.

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). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) this Contract is terminated pursuant to Paragraph 6, "Appropriations."

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the 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 #25131 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. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142
lenam@urban-alchemy.us
With additional copies to: legal@urban-alchemy.us

29. Authority

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

30. Non-Collusion

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default and failure to cure such default within a reasonable time period. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

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

CITY OF SANTA FE:

Alan Webber (Jun 4, 2025 15:29 MDT)

Mayor Alan Webber

CONTRACTOR: Urban Alchemy

Lena Miller (May 22, 2025 17:12 PDT)

Lena Miller, CEO

DATE: 05/22/2025

NMBTIN #: 7868634

ATTEST:

ANDREA SALAZAR (Jun 4, 2025 16:36 MDT)

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

The City of Santa Fe, Central Purchasing Division (CPD)
AND
Community Health and Safety

REQUEST FOR PROPOSALS (RFP)

Street Outreach Services

RFP# 25131

Proposals are due on: March 24, 2025

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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 street outreach services to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations.

B. BACKGROUND INFORMATION

Santa Fe, like many communities across the country, is grappling with an escalating public health crisis at the intersection of opioid misuse, untreated mental illness, and homelessness. The rise in fentanyl-related overdoses has placed immense pressure on emergency responders, hospitals, and public services. At the same time, a shortage of behavioral health resources has left many residents without access to necessary care, further compounding the crisis. These issues are exacerbated by the region's housing affordability challenges, which continue to push vulnerable individuals into homelessness. The result is a growing strain on city infrastructure, from emergency departments and law enforcement to local businesses and public spaces.

The need for targeted, coordinated interventions has never been greater. Without expanded outreach services, individuals in crisis will continue to cycle through emergency rooms, jails, and temporary shelters without long-term solutions. The absence of early intervention mechanisms not only places lives at risk but also increases financial and social burdens on the community. By investing in proactive and responsive service delivery, Santa Fe can reduce the harms associated with opioid use and mental health crises while improving public safety and overall community well-being.

C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks proposals from qualified service providers to deliver **street outreach services** in two key areas but could expand to include more areas in the city:

1. **Cerrillos Corridor**
2. **Downtown Santa Fe**

The city is seeking a four-year contract with an estimated $1.5-2M/year. This initiative aims to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations. The selected provider will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

Goals and Objectives:

- Engage with unhoused individuals through **street outreach** to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide **safe spaces** within the Cerrillos Corridor, Downtown area and any other area(s) as determined by the city for individuals to access day services.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

Key Service Areas:

1. **Street Outreach:**
    - Deploy outreach teams in the **Cerrillos Corridor, Downtown Santa Fe and any other area(s) as determined by the city.**
    - Engage unhoused individuals with a compassionate, non-policing approach.
    - Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
    - Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.

2. **Safe Spaces and Day Services:**
    - Establish or manage **designated safe spaces** in both the Cerrillos Corridor and Downtown areas and any other area(s) as determined by the city.
    - Provide day services such as:
        - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
        - A welcoming environment for both housed and unhoused community members to foster inclusivity.

3. **Community-Based Public Safety:**
    - Activate public spaces through positive engagements that encourage safe behaviors.
    - Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
    - Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
    - Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

Deliverables:

- **Staffing:**
    - Provide outreach workers for each service area (Cerrillos Corridor, Downtown and any other area(s) as determined by the city).
    - Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.
- **Implementation:**
    - Define outreach schedules and coverage areas.
    - Establish safe spaces with access to day services in both areas.
- **Reporting:**
    - Submit regular updates on outreach activities, challenges, and outcomes.
    - Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
    - A detailed budget for outreach operations and the establishment/management of safe spaces.
    - A timeline for implementation and ongoing service delivery.

- **Collaboration:**
  - Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
  - Participate in city-led meetings or planning sessions as needed.

The resulting contract may be a multiple award.

This procurement will result in a Citywide Price Agreement/Contract that may be utilized by all agencies, commissions, institutions, political subdivisions, and local bodies, etc. allowed by law.

D. PROCUREMENT MANAGER

Community Health and Safety 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: Henri Hammond-Paul, Procurement Manager
Telephone: (505) 490-7818

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: hmhammondpaul@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:



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:

- City Plan
    a. https://santafenm.gov/chs/homelessness

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the sequence 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 7, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	March 18, 2025	10:00 AM
Deadline for Written Questions	Potential Offerors	March 19, 2025	5:00 PM
Response to Written Questions	Procurement Manager	March 21, 2025	
Proposals Due Date	**Offerors**	**March 24, 2025**	**3:00 PM**
*Interviews (If Necessary)	*Potential Offerors*	*March 26 – 27, 2025*	
*Identification of Potential Best-Valued Offerors	Evaluation Committee	March 28 – April 2, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offerors	April 3, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offerors	April 4 – 9, 2025	
*Best and Final Offers	Offerors	April 10, 2025	
*Governing Body Approval	Governing Body	April 11 - 30, 2025	
*Contract Award	Requesting Department	May 1, 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 shown above.

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 event.

1. **Issue RFP**

   This RFP is being issued on behalf of The City Community Health and Safety on the date indicated in the Sequence of Events.

2. **Pre-Proposal Meeting**

   A 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_YTJiODhkOTUtNTdjNC00OTYwLTgxMGEtNzA5ZDQ4ZDU1MzM5%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 the CPD and the Procurement Manager (see Section I.D). The identity of the organization submitting the questions 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 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 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**

   Proposals must be uploaded and submitted in BID Central before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

   All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals shall remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been 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. If interviews are not conducted, each Offeror will receive maximum points for this factor. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. The Evaluation Committee may interview the Key Personnel Lead. A second individual may be present (standby) to clarify the Cost Form.

7. Identification of Potential Best-Valued Offerors

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 the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors listed in this RFP. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 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. 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 Offerors attend separate First Clarification Meetings to present proposals 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. Offerors 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 Sequence of Events.

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

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 Award

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues 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 Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contracts 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
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contract

After approval of the Evaluation Committee Report, any contracts resulting from this RFP will be finalized with the most advantageous Offerors, 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(s) 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

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 "Main Proposal," "Confidential 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 the Sequence of Events, submissions cannot be password protected and should be in PDF format. ***The Offeror should ensure to allow adequate time for large PDF files (uploads/attachments) 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 should 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	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
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 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)	35
2	Value Added Plan (VA)	20
3	Cost Proposal	35
4	Interview (If Necessary)	10
5	Local Preference	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 - Offerors may be required to participate in an interview to evaluate expertise. If interviews are not conducted, each offeror will receive maximum points in this category. 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

Purpose:
The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.
Usage:
Local preferences are applied in the evaluation of proposals received in response to the City's Requests for Proposals (RFPs). These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.
Application:

1. **Local Preference Qualification**
   - To qualify, an Offeror should attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate should verify that the business is located within Santa Fe municipal limits.
   - Proposals without a valid certification will not be eligible for local preference consideration.
2. **Evaluation in the Formal RFP Process**
   - **Point-Based System:**
     - Local resident businesses are awarded additional points equivalent to 3% of the total possible points.
     - Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
     - Maximum local preference: 6%.
3. **Solicitations Above $1,000,000**
   - Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
   - Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.
4. **Restrictions**
   - Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.

- If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.
  Additional Information: Applications for Resident Business certification can be downloaded at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

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(s) is within 15% of the next best value cost proposal, the best value Offeror(s) will be prioritized first. If not within the range, the best value Offeror(s) 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 should be given for the best value Offeror(s). 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(s). Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offerors may 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 Offerors an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

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 a offeror other than the lowest-priced offeror. The decision of the RFP awards 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 awards 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 included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

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
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. 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
☐	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 # 25131

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka CRS)

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 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 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 RFP AND MUST BE SUBMITTED BY ANY OFFEROR 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 between 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.

"**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.

Names of Applicable Public Officials if any: _____

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

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, NMSA 1978, Section 10-16 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Director, Outreach Supervisor, and Outreach Practitioner, 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 Project Director, Outreach Supervisor, and Outreach Practitioner and known key personnel needs to describe the conflict.

The Project Director, Outreach Supervisor, and Outreach Practitioner agrees that, if after award, an organizational conflict of interest is discovered, the Project Director, Outreach Supervisor, and Outreach Practitioner makes an immediate and full written disclosure to the City that includes a description of the action that the Project Director, Outreach Supervisor, and Outreach Practitioner 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 Project Director, Outreach Supervisor, and Outreach Practitioner 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 Street Outreach Services. For the duration of this firm's involvement in the Street Outreach Services 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 Street Outreach Services contract.

I certify that this firm will keep all Street Outreach Services 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 Street Outreach Services contract. I understand that if this firm leaves this Street Outreach Services 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 Street Outreach Services 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 Street Outreach Services 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

All amounts provided should include all labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the Scope of Procurement and by any current RFP amendments.

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate tables:

A. Cost breakout by project deliverables.
B. Cost breakout by additional deliverables not identified in Table A

#	**Table A: Deliverables as identified in Scope of Procurement**	**Cost**
1	Staffing	$
2	Implementation	$
3	Reporting	$
4	Collaboration	$
	Total Cost	**$**

#	**Table B: Other Deliverables not identified in the Scope of Procurement**	**Cost**
1	Discount off of materials not otherwise listed	(%)
2		$
3		$
4		$
5	(add additional rows as needed)	$
	Total Cost	**$**

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.**

Project Performance Metrics

Requirement	City of Santa Fe Sample	Offeror's Project Performance	Ref #
Years of experience in street outreach services	1	[Enter value]	[#]
Number of street outreach services projects completed	1	[Enter value]	[#]
Average Budget ($) Per Project	$1.5M - $2M	[Enter value]	[#]
Average Project Duration (Years)	4	[Enter value]	[#]
Number of Cities Deployed in	1	[Enter value]	[#]
Average Number of Individuals Engaged Annually	1	[Enter value]	[#]
Average Customer Satisfaction Rating (out of 10)	10/10	[Enter value]	[#]
Average Cost Deviation (%) Quotes and Invoices	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**. 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**.
- 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: Hire formerly incarcerated personnel	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 Offerors 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 awards.

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 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:

vii. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
viii. Present the scope of services (schedule, cost, deliverables, etc.).
ix. Identify the City's responsibilities.
x. Propose the Weekly Risk Report (WRR) format.
xi. Field questions and concerns from City stakeholders.
xii. Listen to concerns, issues, and comments from the City stakeholders.
xiii. 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. 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 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 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 walks the City through the entire contract period and summarizes 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 come

with 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 Attachment represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

(Draft contract is included as a separate pdf attachment)

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

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

-IT components (anything IT) - ereview@santafenm.gov

-Vehicles – dmjaramillo@santafenm.gov

-Grants - grants@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

-Emergency Related Purchases - bgwilliams@santafenm.gov

-Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search
- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-

4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

- ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
- Determination requests to purchasing_det@santafenm.gov
- And all other requests to purchasing@santafenm.gov

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

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Friday, February 21, 2025 2:07 PM
To: HAMMOND-PAUL, HENRI M. <hmhammondpaul@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: joseph kashiwagi <josephkashiwagi@ksm-inc.com>
Subject: RE: Contract

Cool… I will send to Legal. I started a bid record in Munis. This will be RFP# 25131.

Can you please send me the service determination from Travis? I need it to accompany the file and the submission to legal.

Thanks.

JoAnn D. Lovato Montaño

Procurement Manager

505-469-6045

Services

Approved Services

The service categories below have been 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

Courier Services

Debris Removal

Decontamination, Sanitation, and Sterilization Services

Dishwashing Services

Document Imaging Services

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 and Recycling Program

Medical Waste Disposal

Meeting Minute Preparation Services

Moving Services

Outdoor Accessibility Consulting Services

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

Yard, Grounds, and Lawn Maintenance

Excluded Services

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

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

IT – Project Management

IT Security Services

IT Support

IT – Web Design

IT – Web Programmer

Marketing

Private Investigation Services

Public Relations

Social Media Marketing

Training Services

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2025

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

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

PRODUCER 888-343-8685 H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan	CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Ins — 10172 INSURER B : Texas Insurance Company — 16543 INSURER C : Great American Ins. Co. — 16691 INSURER D : Atlantic Specialty Ins Co — 27154 INSURER E : Nonprofits Ins Alliance of CA — 011845 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		G74291661003	09/01/2024	09/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	ANY AUTO			BRPCLLTAL01150008238601	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
E	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			202460936	09/01/2024	09/01/2025	PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			G72594083003 (1ST)	09/01/2024	09/01/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		253232001 (OSC)	08/01/2024	08/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Crime			MML3683024 (1ST)	09/01/2024	09/01/2025	Limit/Ded	$5M/$50K
C	Crime-Excess			SAAE8739250200 (2ND)	09/01/2024	09/01/2025	Limit/Ded	$9M/$0

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

RE: Street outreach services
City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

SANTA27

City of Santa Fe
Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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EXCESS LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 029316252
Term: 09/01/2024 - 09/01/2025
Limits:
$3,000,000 Aggregate
$3,000,000 Each Claim
$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2402015
Term: 09/01/2024 - 09/01/2025
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2024 - 09/01/2025
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H24NGP24488000
Term: 09/01/2024 - 09/01/2025
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

URGENT Packet_Street Outreach

Final Audit Report 2025-05-23

Created:	2025-05-23
By:	JoAnn Lovato (jdlovato@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd3NZ_Ic2DItCnB84eRJ4T7ze0oH10R4c

"URGENT Packet_Street Outreach" History

Document created by JoAnn Lovato (jdlovato@santafenm.gov)
2025-05-23 - 8:00:02 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-05-23 - 8:03:56 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-23 - 8:28:27 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-05-23 - 10:01:41 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-23 - 10:01:45 PM GMT

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2025-05-23 - 10:38:31 PM GMT- IP address: 73.228.7.52

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2025-05-23 - 10:38:56 PM GMT

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2025-05-23 - 10:41:43 PM GMT- IP address: 104.47.64.254

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Powered by Adobe Acrobat Sign

Agreement completed.

2025-05-23 - 10:49:53 PM GMT

Signature: 

Email: xivigil@santafenm.gov

25-0216 Urban Alchemy

Final Audit Report 2025-06-04

Created:	2025-06-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHIc7ZbeEkcZE9JMKPG9CZpsncH4iHD7z

"25-0216 Urban Alchemy" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-06-04 - 9:18:10 PM GMT- IP address: 63.232.20.2

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2025-06-04 - 9:21:02 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-06-04 - 9:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-06-04 - 9:21:23 PM GMT

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2025-06-04 - 9:28:50 PM GMT- IP address: 104.28.111.171

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-06-04 - 9:29:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-06-04 - 9:29:10 PM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-06-04 - 10:36:26 PM GMT- IP address: 174.218.21.199

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-06-04 - 10:36:41 PM GMT - Time Source: server- IP address: 174.218.21.199

Agreement completed.
2025-06-04 - 10:36:41 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 20, 2026

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

From: Sandra Emory, Community Services Director Sandra Emory

Via: Lia Azul Salaverry, Youth and Family Services Director Lia Salaverry

Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS (May 21, 2026 09:57:23 MDT)

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Subject: Contract Amendment No 2. UPTOGETHER Cash assistance

Vendor Name: FII National dba UPTOGETHER

Munis Vendor Number: 8875

ITEM AND ISSUE:

Requests your Approval of Amendment No. 2 to 24-0368 with FII National dba UPTOGETHER to Increase the Amount by $750,000 for a Total Compensation of $3,250,000 and Increase the Term to end June 30, 2027 for Homelessness Prevention Cash Assistance. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204103

BACKGROUND AND SUMMARY:

In 2020, the City responded to the COVID-19 Eviction crisis with one-time CARES Act funding. These funds were open from November 16- December 28, received 312 applications and was expended in less than 30 days. In 2023, to address persistent housing instability in the City, YFS budgeted $1,000,000 for Eviction Prevention with Up Together. All of these funds were not expended. Currently, the crisis of housing instability is higher than ever. These funds are needed urgently to prevent displacement and keep people from becoming unsheltered. With Eviction Prevention funds available and call for support from community partners on the rise, we are requesting an amendment to provide cash assistance to residents and prevent displacement.

FUNDING SOURCE:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/ 2400122

Munis Object Name/Number: Grants and Services/ 510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/26/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/18/2026

AP
AP (May 26, 2026 08:30:13 MDT)

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet (with previous contract amendments)

Item#_____
Munis Contract#____3204103_____
Original Contract Item# 23-0501
SWPA/GSA/Coop/RFP/ITB #: Sole Source

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 23-0501

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 4, 2023 (the "Contract"), between the City of Santa Fe (the "City") and FII-National dba UpTogether. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Eviction Prevention Funds in direct cash assistance.

B. Pursuant to Article 7 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Exhibit A is hereby deleted in it's entirety and replaced with the following:

A. PROGRAM SCOPE AND CRITERIA

The funds will be distributed as direct financial assistance to eligible individuals in the form of payments (through a virtual wallet that allows members to get their money via ACH transfers, UpTogether digital/physical cards, cash, check Venmo, PayPal, ApplePay or SamsungPay) of $3,000 for each participant, over 3 months. Only one award per household will be awarded. Individuals will be deemed eligible if they meet the following criteria:

Eviction Prevention Fund

UpTogether shall provide direct, unrestricted cash assistance to eligible individuals who reside within the City of Santa Fe through an Eviction Prevention Fund as outlined below. UpTogether will distribute the cash assistance through the UpTogether Community, a technology platform that transfers unrestricted cash investments directly to individuals through bank account transfer or UpTogether digital/physical card.

The funds will be distributed as direct financial assistance to eligible individuals in the form of financial assistance payments (through a virtual wallet that allows members to get their money via ACH transfers, UpTogether digital/physical cards, cash, check Venmo, PayPal, ApplePay or SamsungPay) of $3,000 for each participant, over 3 months. Only one award per household will be awarded.

Individuals will be eligible if they meet the following criteria:

i. Live in the City of Santa Fe
    a. Eligible zip codes may include: 87501, 87505, 87506, 87507, 87508.
    b. Use this map to confirm an address is in City limits: https://santafenm.gov/document_center/document/166
ii. Are experiencing one or more of the following criteria:
    a. Are in any stage of the process of eviction;
    b. Have experienced an increase in rent at any period since July 1, 2025;
    c. Have no written lease;
    d. Have a lease with less than 6 months remaining;

e. Have a hardship paying rent for any period since July 1, 2025;

f. Received a written or verbal demand of payment of rent, fines, fees, or other penalties from their landlord or property manager at any time since July 1, 2025; and/or

g. Received written or verbal notice of intent to evict by landlord or property manager at any time since July 1, 2025.

iii. Meet the State's definition of indigent: An applicant is presumed indigent if they earn a household income at or below 80% AMI for the Santa Fe MSA as indicated in the table below (provide updated AMI table)

iv. Be at least 18 years old

v. Only one person per household is eligible

Household size	1	2	3	4	5	6	7	8 or more
Maximum Annual Household Income	$55,750	$63,700	$71,650	**$79,600**	$86,000	$92,350	$98,750	$105,100

UpTogether will verify applicants residency, income, and identity and applicants will self attest to their eviction status and ensure they are the only person from their household applying.

Cash transfers will be made through the UpTogether Community in accordance with its policies and

procedures, including UpTogether's Terms of Use Agreement on uptogether.org.

Once an applicant's eligibility is verified and a virtual wallet is created, UpTogether will issue cash transfers to the individual.

Individuals will have 60-days to successfully create their virtual wallet after being approved. Should the applicant fail to create their virtual wallet or resolve any other payment issues within 60-days of their verification form being approved, they will forfeit their payment. The payment will be returned to the Eviction Prevention Fund for distribution to another eligible individual. UpTogether will repeat this process up to three times to distribute all funds. Unfulfilled/forfeited cash transfers after the term of this Agreement shall be returned to the City.

Within 90 days of disbursement of all the direct cash transfers and no later than June 30, 2027, UpTogether will provide a financial report showing all payments including ID number, date of the payment, status of the payment, payment method and payment amount.

2. COMPENSATION

Article 3 of the Contract is amended to increase the compensation of the contract by $750,000 so that Article 3 reads as follows:

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($3,250,000). 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 or notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid or 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.

The $750,000 increase in compensation shall be paid by the City to the Contractor for services satisfactorily performed according to the following table:

Eviction Prevention Fund

Payment Amount	Purpose	Deliverable to be attached to payment	Due Date
$450,000	UpTogether will create the application for the Eviction Prevention Fund on UpTogether's Community platform. Performance of the services described, includes the set-up and launch of the fund and presenting/ training partners on the income and eligibility requirements.	Creation of the Eviction Prevention Fund on UpTogether's Community platform. UpTogether will provide screenshots of the application form.	Within one week of submission of an invoice and after execution of the agreement and issuance of the purchase order.
$231,000	UpTogether will verify eligibility and approve applicants to receive cash assistance. Performance of the services described, includes disbursement of cash transfers and reporting.	Cash assistance payments will be issued to 225 eligible households within the City of Santa Fe. Payment will total $3,000 per household within a 3 month period	No more than three weeks once the application is live upon submission of invoice.
$69,000	For performing the services described in Exhibit A. Scope of Work including the set up and launch of the fund and disbursement of cash transfers and reporting.	Financial report showing all payments including ID number, date of the payment, status of the payment, payment method and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the funds:	No later than 90 days after the last payment is disbursed to Members through the Eviction Prevention Fund.

3. TERM

The original Contract became effective on July 3rd, 2023. This Amendment shall not become effective unless and until approved in writing by all authorized parties. The Contract, as amended, shall terminate on June 30th 2027.

4. APPROPRIATIONS

Article 16 of the Contract is hereby deleted in its entirety and replaced with the following:

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

5. EXHIBIT B

Exhibit B of the Contract is hereby deleted in its entirety.

6. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

DATE:

CONTRACTOR:
FII-National dba UpTogether

Jesus Gerena (May 14, 2026 10:16:10 EDT)

JESUS GERENA, CEO

DATE: May 14, 2026

CRS#

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (May 19, 2026 14:50:15 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 18, 2026 17:34:32 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 4/18/2024 **Prepared By:** Julie Sanchez

Email: jjsanchez@santafenm.gov **Phone #:** 505-955-6678

Description of Goods/Service to be Procured (short title):
Unconditional Direct Cash Transfer to Pandemic Affected Santa Fe City/County Residents

Vendor Name: FII- National LLC dba: UpTogether

Address: PO Box 71363

City: Oakland **State:** CA **Zip Code:** 94612

Justification (choose from the drop down): Unique Expertise

Type of good/service (choose from the drop down): Services

***Estimated Cost:** Up to 4,000,000.00 **Term of Contract:** One (1) to Four (4) year(s) from award (replace w/actual term)

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC. 1,062 households

Conversion: To Contract **Org / Object:** 2400122.510400

Place checkmarks to affirm you agree and have included these documents:

☒ The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
☒ Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
☒ If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ There is only one source for the required service, construction, or item of tangible personal property.

☒ The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.

☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The scope of work for this procurement:
Provide assistance to eligible Santa Fe City and County residents affected by the COVID-19 and the financial hardships that ensue post-pandemic through three funds: 1) Economic Relief, 2) Eviction Prevention, and 3) Short Term Guaranteed Income. Further explanation can be found in Attachment A.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

UpTogether is a nonprofit organization that stands out for its innovative approach to poverty alleviation. Here are some reasons why it's important and unique:

Empowerment Through Direct Cash Transfers: UpTogether provides direct cash transfers to individuals and families experiencing poverty. Unlike traditional charitable models that may focus on providing specific goods or services, UpTogether believes in empowering people by giving them agency over their own financial resources. This approach respects individuals' autonomy and dignity while addressing their immediate needs.

Community-Centric Approach: UpTogether recognizes the importance of community support in overcoming poverty. It facilitates the formation of support networks among participants, fostering a sense of belonging and solidarity. By connecting people with similar experiences, UpTogether creates opportunities for mutual assistance and collective problem-solving.

Long-Term Investment in Human Potential: Instead of offering short-term assistance, UpTogether invests in the long-term well-being and potential of individuals and families. By providing ongoing support and resources, it helps people build financial stability, pursue education and career goals, and

achieve upward mobility. This approach acknowledges that escaping poverty requires sustained effort and investment in human capital.

Data-Driven Impact Assessment: UpTogether employs data analytics to track the impact of its programs and interventions. By collecting and analyzing data on participants' progress, it continuously evaluates the effectiveness of its strategies and identifies areas for improvement. This commitment to evidence-based practices ensures that UpTogether's resources are allocated efficiently and that its programs have a meaningful impact on poverty reduction.

Scalability and Replicability: UpTogether's model is designed to be scalable and replicable in different contexts and communities. By leveraging technology and partnerships, it can reach a wide range of individuals and tailor its programs to local needs and priorities. This scalability allows UpTogether to maximize its impact and extend its reach to more people in need.

Overall, UpTogether's combination of direct cash transfers, community engagement, long-term investment, data-driven approach, and scalability makes it an important and unique player in the fight against poverty. It embodies a holistic and empowering approach to poverty alleviation that recognizes the inherent dignity and potential of every individual.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

FII-National dba UpTogether (previously Family Independence Initiative) is a national nonprofit that highlights, accelerates and invests in the initiative of people in financially underresourced communities, taking to improve their lives and move up, together. Through its signature online platform, the UpTogether Community, individuals and families can build resources, strengthen their social networks, and access unrestricted capital. The UpTogether Community is designed to transfer unrestricted cash investments directly to members through bank accounts or pre-paid cards. The UpTogether Community platform is the only one of its kind.

4. **Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

The unique system utilized by UpTogether is exclusive to the organization, with no other vendors having access to its proprietary cloud-based solution, processes, and methodologies.

City of Santa Fe, New Mexico

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Apr 19, 2024

Department Approval by:

Maria Tucker

Maria Sanchez-Tucker, Community Services Department Director

Date: Apr 19, 2024

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: May 20, 2024

Procurement Number:
#40-M0087-24-CP114

OpenGov + Create

← Back to All Requests

Eviction Prevention Cash Assistance - UP Together

2026-747-Request

Status:	Amount:	Last Action:
Review	**$1,000,000.00**	**Approved**

Actions

Step 4 of 5
Procurement Analyst Posting

Waiting For
KM Kristy Miera Procurement Analyst Senior

On Hold | Reject | Approve

Jump To: SOLE SOURCE REQUEST AND DETERMINATION | Purchase Details 1 | Vendor Selection | Sole Source Assessment | Attachments

SOLE SOURCE REQUEST AND DETERMINATION Edit

Name of Request
Eviction Prevention Cash Assistance - UP Together

Created On
05/01/2026

Summary of Request
We are requesting a Sole Source Determination and ultimately a contract with Up Together.

No Background or Category Codes

Requestor
KW Kristen Woods

Approval Group
Youth & Family

Creator
JG Justin Gonzales

Desired Delivery Date
06/30/2026

Fiscal Year
FY27

Purchase Details Edit

Total Budget Amount
$1,000,000.00

Vendor Selection Edit

No vendor selected at this time.

+ Add Vendor by searching for a vendor or contract

Sole Source Assessment Edit

Date of Submission:

04/09/2026

Department Contact:
Kristen Woods

Email:
krwoods@santafenm.gov

Phone Number
505-955-6913

Quantity of the Goods or Service
1 Contract

Type of Good or Service
Professional Services

Justification
Proprietary

Explain the Purpose/Need of the Purchase
Every year the City of Santa Fe shares Eviction Prevention Cash assistance to support the stabilization of renters with limited incomes. Up Together has a proprietary software platform specifically tailored to offer cash assistance around the pillars of community and has the current and active data to meet criteria for cash assistance programs. Cash and choice to offer a low-barrier way for participants to receive assistance.

Conversion:
To Contract

Term of Contract (Sole Source)
4 years

Department Criteria:
Provide direct, unrestricted cash assistance to eligible individuals who reside within the City of Santa Fe through an Eviction Prevention Fund as outlined below.

Transfers unrestricted cash investments directly to individuals through bank account transfer or digital/physical card.

The funds will be distributed as direct financial assistance to eligible individuals in the form of financial assistance payments of $3,000 for each participant, over 3 months. Only one award per household will be awarded.

Individuals will be eligible if they meet the following criteria:

- Verify using approved documentation
  - o Meet the HUD 80% low income limits. An applicant is presumed indigent if they earn a household income at or below 80% the median family income for the Santa Fe MSA as indicated in the table below.
  - o Live in the City of Santa Fe
    - Eligible zip codes may include: 87501, 87505, 87506, 87507, 87508.
- Self attest to the following:
  - o Are at least 18 years of age
  - o Are experiencing one or more of the following criteria (multi-select)
    - Are in any stage of the process of eviction;
    - Have experienced an increase in rent since July 1, 2025 to present;
    - Have no written lease;
    - Have a hardship paying rent for any period since July 1, 2025 to present;
    - Received a written or verbal demand of payment of rent, fines, fees, or other penalties from their landlord or property manager at any time since July 1, 2025 to present; and/or
    - Received written or verbal notice of intent to evict by landlord or property manager at any time since July 1, 2025 to present.
  - o They are the only applicant from their household. A household is defined as all the people who reside together in a house, apartment or a single room when it is occupied as separate living quarters.

Verify applicants residency, income, and identity and applicants will self attest to their eviction status and ensure they are the only

person from their household applying.

Issue cash transfers to the individual.

Vendor Name
FII-National dba Up Together

Vendor's Address
2401 East Street STE 1149, Concord California, 94520

Assessment of Vendor's Exclusive Qualifications:
They have a proprietary software platform called Up Together Connect. This is a unique technology that only Up Together offers that is based on community, cash, and choice while offering a low-barrier way for participants to apply for direct cash assistance.

Explanation of Unsuitable Alternatives
Up Together has a software uniquely designed for cash-assistance and accepting applications, precisely what our programming is looking to accomplish. Other organizations do not offer this software as it is proprietary.

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126

- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- There is only one source for the required service, construction, or item of tangible personal property.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

Place checkmarks to affirm you agree and have included these documents

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- The requesting department has verified through Pavilion, internet searches, and other market research that these sources are not available from alternative vendors.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.

Attachments Edit

Uploaded Documents

- UpTogether Letter to City of Santa Fe - FY27 Eviction Prevention.pdf
- City of Santa Fe_Sole Source Letter and Budget_2026.5.pdf

Workflow

Edit

✔ **Request Submitted**

Created By

JG Justin Gonzales

On Behalf Of

KW Kristen Woods

Submitted by Kristy Miera on 5/21/26 at 1:25pm

Returned on 5/11/26 at 10:57am

Submitted by Justin Gonzales on 5/1/26 at 3:15pm

✔ **Director**

Approved

✔ **Procurement Analyst Review 1**

Approved

✔ **CPO Review**

Approved

4 **Procurement Analyst Posting**

Waiting for Approval

5 **CPO 30 day Review**

Not Started

UpTogether®
Trusting and Investing in Families

March 27, 2026

To Whom It May Concern:

Founded in 2001, UpTogether is a systems change organization working to disrupt the status quo approach to ending poverty. We aim to change policies, systems, and underlying beliefs so that all people in the United States are seen and invested in for their strengths and can build power, reinforce their autonomy, and drive their own economic and social mobility. We do this by investing in people in historically undervalued communities and amplifying their true lived experiences, working together to influence policies and mobilize for systems change.

UpTogether has been partnering with the City of Santa Fe since 2020 to directly invest unrestricted cash in Santa Feans living with limited incomes. Most recently, we completed a partnership with the City to distribute more than $3.3 million in American Rescue Plan Act and general fund dollars to almost 1,400 households impacted by COVID-19. Part of this effort included the most recent Santa Fe Eviction Prevention fund, which provided one-time payments to 317 households who were experiencing housing instability. It also included the first Santa Fe Learn, Earn, Achieve Program (LEAP), which invested in 85 student parents with a goal of supporting completion of their degree or certification.

In 2025, we launched a second Santa Fe LEAP, this time investing in 100 student parents with $1,000/month over 9 months. This fund started last August and will end this June, at which time we will have distributed a total of over $1.3 million through both LEAP funds.

We distribute direct cash payments through our proprietary software platform, UpTogether Connect. This unique technology, based on our organizational pillars of community, cash, and choice, offers a low-barrier way for participants to apply for the direct cash investments. We use self-attestation to eligibility questions whenever possible, and never require unnecessary private information. We believe we are well-situated to implement the upcoming Santa Fe Eviction Prevention Fund.

Thank you,

Jesús Gerena
CEO, FII-National dba UpTogether
663 13th Street, Suite 200
Oakland, CA 94612
jesus@uptogether.org

May 7, 2026

To: Kristen Woods, Program Manager, Youth and Family Services Division, Community Services Department
Description: Addendum to letter from UpTogether sent on March 27, 2026
Purpose: Quote for FY27 Santa Fe Eviction Prevention Fund

This addendum is to provide a quote for UpTogether's services as outlined in the letter sent on March 27, 2026.

Based on our current understanding of the level of support required to complete the Scope of Work, the below fee range is requested.

Total estimated project cost: $1,000,000

FII-National DBA UpTogether
Santa Fe FY27 Eviction Prevention Fund

EXPENSES	Total Budget	Notes
- Direct cash Payments	$909,000	The exact total of Direct cash payments and participants in the UpTogether Fund will depend on the agreed upon UpTogether Fund design.
- Direct UpTogether Fund Implementation Cost	$90,900	Implementation Costs include the expenses related to Wages and Benefits, Consultants, payment processor merchant fees, and UpTogether Connect functionality and security services, directly involved in the implementation of the project.
Total Project Cost	**$1,000,000**	

Thank you for your consideration.

Jesús Gerena
CEO/ President
UpTogether
jesús@uptogether.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2025

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

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

PRODUCER

Integral Insurance Solutions
555 1st St Ste 302
Benicia CA 94510

CONTACT NAME: Philip Thomas
PHONE (A/C, No, Ext): 707-400-0636 **FAX (A/C, No):** 707-742-2888
E-MAIL ADDRESS: mail@integralins.net

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	CFC Underwriting Limited (Lloyd's)	-----
INSURER B :	Hartford Casualty Insurance Company	29424
INSURER C :	Travelers Casualty and Surety Co of America	19046
INSURER D :	At-Bay Specialty Insurance Company	19607
INSURER E :		
INSURER F :		

INSURED

FII-National Corp
aka: FII National
2041 East St, Ste 1149
Concord CA 94520

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	PSO0040487646	09/02/2025	09/02/2026	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 $ 100,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PSO0040487646	09/02/2025	09/02/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WECAV3F70	12/14/2024	12/14/2025	[X] WC STATU-TORY LIMITS [ ] 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
A	Errors & Omissions	Y		PSO0040487646	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE	$1,000,000 / $3,000,000
C	Directors & Officers			107694199	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE	$2,000,000 / $2,000,000
D	Cyber Liability			AB-6605020-06	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE	$1,000,000 / $1,000,000
C	Crime Insurance	Y		107694199	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE	$5,000,000 / $5,000,000

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

City of Santa Fe are additional insured per blanket endorsement

Policies shall not be changed or canceled until thirty (30) days written notice has been given to the certificate holder

**Additional Insured blanket verbiage on attached under "Conditions" at Section 2
***Waiver of Subrogation blanket verbiage on attached under "Conditions" at Section 22

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Item#: 24-0368
Munis Contract: #3204103

CITY OF SANTA FE AMENDMENT No. 1 TO

RECOVERY FUNDS SUBRECIPIENT

CONTRACT BETWEEN CITY OF SANTA FE AND FII—NATIONAL dba

UPTOGETHER

FOR ECONOMIC RELIEF TO THE RESIDENTS OF SANTA FE COUNTY AND THE

CITY OF SANTA FE IN THE FORM OF DIRECT CASH ASSISTANCE

Item #23-0501

This AMENDMENT No.1 (the "Amendment") amends the CITY OF SANTA FE RECOVERY FUNDS SUBRECIPIENT CONTRACT, dated August 4, 2023, (the "Agreement"), between the City of Santa Fe (the "City") and FII- NATIONAL dba UPTOGETHER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. The Contractor has agreed to provide assistance to eligible Santa Fe County and City of Santa Fe residents impacted by the economic hardships of the COVID pandemic through two funds: 1) One-Time Economic Relief and 2) Short-term Economic Payments, as outlined in Exhibit A of the Agreement.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

a. The last paragraph on page 17 of Exhibit A, "Scope of Work", is replaced with the following:

Additionally, only one award per household - defined as all the people who comprise one household, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self-attest that only one individual in their household is submitting an application, and 2) UpTogether will only approve one award per unique street address, excepting those who list a transitional housing address or shelter address as their residence at time of application, who shall be verified through their submitted name, self-attestation that they are the only one in their household applying, and verification by UpTogether that their address is a shelter.

b. Page 22, Bullet 7 of Exhibit A of the Contract is r replaced in its entirety, to allow individuals who are residents in transitional housing or shelters to qualify for assistance, as follows :

Additionally, only one award per household – shall be allowed. "Household" is defined as all the people sharing a house, an apartment, or a single room when it is occupied as separate living quarters. UpTogether shall verify that it does not grant more than one

(1) award per Household by: I) requiring applicants to self-attest that no other individuals in their Households have submitted an application for an award, and 2) UpTogether shall only approve one award *per unique street address*, except in cases where the applicant *lists* a transitional housing address or shelter address ("Transitional/Shelter Address") as their residence at time of application. If an applicant lists a Transitional/Shelter Address that is not unique as their residence at the time of application, UpTogether shall verify that the applicant is residing at a Shelter Address and has not already applied for funding by cross-checking the applicant's name as written on the application with the names of other applicants who have received awards, requiring the applicant to self-attest that they are the only one in the Household applying for an award, and that no one else in the Household has applied for an award. UpTogether shall also verify that the address listed on the application is a Transitional/Shelter Address.

2. COMPENSATION

a. Article 3 Compensation Schedule of the Contract is amended in it's entirety with the following Compensation Schedule to tie deliverables to each subcategory of funding allowing for the release of additional funds related to that subcategory:

Compensation Schedule. Contractor will be paid according to the following schedule:

One-Time Economic Relief Fund

Payment Amount	Purpose	Deliverable attached to Payment	Due Date
$313,750.00	Distribute one-time payments of $1,250 to 251 households through the One-Time Economic Relief Fund	Creation of the One-Time Economic Relief Fund on the UpTogether Community platform. UpTogether will	Four weeks within full execution of the Agreement

		provide screenshots of the verification forms.	
$315,000.00	Distribute one-time payments of $1,250 to 252 households	Financial report showing: Payments of $1,250 to 251 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method and payment amount	Upon distribution of one-time payments to 251 households
$315,000.00	Distribute one-time payments of $1,250 to 252 households	Financial report showing: Payments of $1,250 to 252 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method and payment amount	Upon distribution of one-time payments to 252 households
$56,250.00	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for all 755 payments including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the One-Time Economic Relief Fund: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the One-Time Economic Relief Fund
		Total Amount for One-Time Economic Relief*	**$1,000,000.00**
*These million dollars ($1,000,000.00) funded by Santa Fe County ARPA Fund dollars, County ARPA Project Ledger #COM2324003			

Short-Term Economic Payments Fund, 9-Month Option

Payment Amount	Purpose	Deliverable attached to Payment	Due Date
$ 468,000.00	Enroll 104 households in the Short-	Creation 9-month Short-Term Economic Payments Fund on the UpTogether Community	Four weeks within full

	Term Economic Payments Fund 9-month option ($4,500 distributed through 9 payments of $500)	platform. UpTogether will provide screenshots of the verification forms.	execution of the Agreement
$472,500.00	Enroll 105 households in the Short-Term Economic Payments Fund 9-month option ($4,500 distributed through 9 payments of $500)	At least the first monthly payment to 104 households in the 9 months option including member ID, date of the payment, status of the payment, payment method, and payment amount.	Upon enrollment of 104 houscholds in the 9-month Short Term Economic Payments fund
$59,394.00	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for the Short-Term Economic Payments Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the Short-Term Economic Payments Funds (9-month and 12-month): residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the Short-Term Economic Payments Funds, both 12- and 9-month
Total Amount for Short-Term Economic Relief-9-month option			**$ 999,894**

Short-Term Economic Payments Fund, 12-Month Option

Payment Amount	Purpose	Deliverable attached to Payment	Due Date
$ 470,400.00	Enroll 98 households in the Short-Term Economic Payments Fund 12-month option ($4,800 distributed through 12 payments of 400)	Creation of the 12-month Short-Term Economic Payments Fund on the UpTogether Community platform. UpTogether will provide screenshots of the verification forms.	Four weeks within full execution of the Agreement

$29,706.00	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for the Short-Term Economic Payments Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the Short-Term Economic Payments Funds (9-month and 12-month): residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the Short-Term Economic Payments Funds, both 12- and 9-month
Total Amount for Short-Term Economic Relief-12-month option			**$500,106**
Any funds remaining unassigned by August 31, 2024, in the 12-month Short-Term Economic Payments Fund will be reassigned to the 9-month Short-Term Economic Payments Fund. This will occur in blocks of $4,500.00 (9 months, $500 per month). Additional funds that remain unassigned will be reverted back to the City by November 30, 2024.			

b. Article 3, Paragraph F of the Agreement is replaced in it's entirety with the following: :

The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on June 30, 2026, if the award funds for the obligations incurred by June 30, 2026 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

3. TERM:

Article 4 of the Contract is hereby deleted in its entirety and replaced with the following Article 4 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 30, 2026. In no event will the term exceed the duration allowed by statute, NMSA 1978, 13-1-150.

C. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 20, 2024 21:06 CDT)

ALAN M. WEBBER, MAYOR

DATE: Jun 20, 2024

CONTRACTOR:
FII-NATIONAL dba UPTOGETHER

JESUS GERENA, CEO

DATE: March 11, 2024

CRS#03-342595-00-7
Registration # 233939
Federal UEI # 873148568

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

Mar 13, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

COM222400B ($1,500,000.00)
City ARPA Project Ledger #

AJH

COM2324003 ($1,000,000.00)
County ARPA Project Ledger #

Item# 23-0501
Munis Contract# 3204103

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND FII – NATIONAL dba UPTOGETHER
FOR ECONOMIC RELIEF TO THE RESIDENTS OF SANTA FE COUNTY AND THE CITY OF SANTA FE IN THE FORM OF DIRECT CASH ASSISTANCE

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FII- NATIONAL dba UPTOGETHER** herein after referred to as the "Contractor" or "Up Together"

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, this Contract falls within the first statutory category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate;

WHEREAS, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

WHEREAS, FII- NATIONAL dba UPTOGETHER understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds, specifically the performance measures listed under Section 2.B.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Subrecipient" means an entity, usually but not limited to non–Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

D. "You" and "your" refers to **FII- NATIONAL dba UPTOGETHER**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide assistance to eligible Santa Fe County and City of Santa residents impacted by the economic hardships of the COVID pandemic through two funds: 1) One-Time Economic Relief and 2) Short-term Economic Payments, as outlined in Exhibit A.

B. Number of households served, period expenditures, period obligation, project status.

3. **Compensation**

Compensation Schedule. Contractor will be paid according to the following schedule:

Payment Amount	Purpose	Deliverable Attached to Payment	Due Date
$1,252,150	Distribute one-time payments of $1,250 to 251 households through the	Creation of the One-Time Economic Relief Fund and Short-Term Economic	Four weeks within full execution of the

	One-Time Economic Relief Fund and to enroll 202 households in the Short-Term Economic Payments Fund (104 in the 9 months option and 98 in the 12 months option)	Payments Fund on the UpTogether Community platform. UpTogether will provide screenshots of the verification forms.	Agreement
$787,500	Distribute one-time payments of $1,250 to 252 households and enroll 105 households in the Short-Term Economic Payments Fund (105 in the 9 months option)	Financial report showing: 1) Payments of $1,250 to 251 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount; and 2) At least the first monthly payment to 202 households through the Short-Term Economic Payments Fund (104 in the 9 months option and 98 in the 12 *months option), including* member ID, date of the payment, status of the payment, payment method, and payment amount.	Upon distribution of one-time payments of $1,250 to 251 households & enrollment of 202 households in the Short-Term Economic Payments Fund
$315,000	Distribute one-time payments of $1,250 to 252 households.	Financial report showing: 1) Payments of $1,250 to an additional 252 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount; and 2) At least the first monthly payment to an additional 105 households through the Short-Term Economic Payments Fund (9 months option), including member ID, date of the payment, status of the payment, payment method, and payment amount.	Upon distribution of one-time payments of $1,250 to an additional 252 households & enrollment of an additional 105 households in the Short-Term Economic Payments Fund (9 months option)

$56,250	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for all 755 payments including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the One-Time Economic Relief Fund: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the One-Time Economic Relief Fund
$89,100	For performing the services described in Exhibit A. Scope of Work for the Short-Term Economic Payments Fund, including the set up and launch of the fund, training, disbursement, and reporting	Financial report for the Short-Term Economic Payments Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the Short-Term Economic Payments Fund : residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the Short-Term Economic Payments Fund (either option)

A. Payment. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two million three hundred fifty four thousand six hundred fifty dollars ($2,354,650) allocated to the One-Time Economic Relief Fund and Short-Term Economic Payments Funds and ($145,350) for performing the services set forth in Exhibit A Scope of Work. 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 according to the schedule set forth in Section 3. above. t. 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. Retainage. Not Applicable – The Parties agree there is no retainage.

F. The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, if the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end on December 31, 2024. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City with the exception of direct, unrestricted cash assistance already committed to eligible Santa Fe County and City of Santa Fe residents through Contractor's UpTogether platform, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City

provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination including direct, unrestricted cash assistance already committed to eligible Santa Fe County and City of Santa Fe residents through Contractor's UpTogether platform; 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.*

7. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

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

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. The City approves in advance the use of website technical support subconsultants that may assist Fund applicants in using UpTogether's Community platform. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

11. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Agreement and for five years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

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

17. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

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

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **Notice**

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

23. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. 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.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

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

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement 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.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **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.

35. **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.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor *knowingly rendered an erroneous disclosure, in addition to other remedies* available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. **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:

Julie Sanchez, Community Health and Safety Department, jjsanchez@santafenm.gov , PO Box 909, Santa Fe, NM 87501

To the Contractor:

Jesus Gerena, CEO, FII-National dba UpTogether, jesus@uptogether.org and compliance@uptogether.org, 663 13th Street, Suite 200, Oakland, CA 94612-1275

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.*

To the Contractor:

Jesus Gerena, CEO, FII-National dba UpTogether, jesus@uptogether.org and compliance@uptogether.org, 663 13th Street, Suite 200, Oakland, CA 94612-1275

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: Aug 4, 2023

CONTRACTOR:
FII-NATIONAL dba UPTOGETHER

Michelle Chao-Nguyen, Chief People Officer

DATE: 6/21/23

CRS#03-342595-00-7
Registration # 233939
Federal UEI # 873148568

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 21, 2023 10:19 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Aug 3, 2023 22:58 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.510400 AH
AH
Org.Name/Org.#

COM222400B ($1,500,000.00)
City ARPA Project Ledger #

COM2324003 ($1,000,000.00)
County ARPA Project Ledger #

EXHIBIT A

Scope of Work

1) PROGRAM SCOPE AND CRITERIA

UpTogether shall provide direct, unrestricted cash assistance to eligible Santa Fe County and City of Santa Fe residents impacted by the economic hardships of the COVID pandemic through two funds: 1) One-Time Economic Relief, and 2) Short-term Economic Payments, as outlined below. UpTogether will distribute the cash through the UpTogether Community, a technology platform that transfers unrestricted cash investments directly to individuals through bank account transfer or UpTogether digital/physical card.

1. One-Time Economic Relief Fund

The funds will be distributed as direct financial assistance to eligible residents in the form of one-time payments (through ACH transfers and/or UpTogether digital/physical cards) of $1,250. The payments will be unrestricted. The City will identify local nonprofit organizations in the CONNECT network to identify potential recipients and verify and document their eligibility, including income and indigency. Information and backup documentation will be stored and accessed through the CONNECT network. Individuals will be eligible if they meet the following criteria:

- The recipient resides in Santa Fe County;
- Have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses including one or more of the following:
    1. Meet at least one of the following conditions:
        - Experienced a reduction in hours between March 2020 and current;
        - Experienced unemployment at some point during the pandemic between March 2020 and current; and
        - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current; and
        - Accrued additional expenses due to COVID-19 sickness (i.e. quarantining, hospitalization, etc.)
- Meet the State's definition of indigent
- Are at least 18 years old, as screened by the UpTogether platform based on date of birth
- The City will work with local nonprofit organization(s) that they identify to verify the above criteria through documentation provided by the potential recipient. Documentation allowed by the City will be sufficiently broad to reduce the burden on applicants and ensure inclusion. UpTogether will not verify this information.
- Individuals will self-attest that only one individual in their household is submitting an application.

Additionally, only one award per household - defined as all the people who comprise one household, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self-attest that only one individual in their household is submitting an application, and 2) UpTogether will only approve one award per unique street address.

Individuals can be selected for both the Short-term Economic Payments Fund (either the 9 month or 12 month option) and the One-Time Economic Relief Fund.

The nonprofit organizations will utilize their existing relationships to identify a set number of individuals to receive assistance and verify and document their eligibility as outlined above. Individuals can also be connected to a nonprofit organization by calling 2-1-1 or visiting the public portal. Individuals will then receive an alphanumeric invitation code that identifies them as eligible and allows them to access the direct cash assistance through a verification form on UpTogether's Community platform.

UpTogether's verification form will require individuals to provide their name; demographics (age, gender, race); household size; other learning questions as outlined below; mailing address; email address and/or phone number. They can submit the form via computer or smartphone. Individuals will also self attest on the form that they meet the above eligibility criteria and UpTogether will check the zip code provided in the verification form against the list of eligible zip codes from the City and County. UpTogether will also only approve one award per unique street address. The verification form will be available in English and Spanish.

Cash transfers will be made through the UpTogether Community in accordance with its policies and procedures, including UpTogether's Terms of Use Agreement on uptogether.org. As soon as the individual/family creates their virtual wallet via the UpTogether Community, UpTogether executes transfer to individual/family's USIO virtual wallet, where individual/family can choose how to transfer and/or use funds. Available options include ACH transfers to individual/family's account, virtual or physical pre-paid debit card, or paper check. Individuals who elect to receive UpTogether Cards will be advised upon issuance that the card expires after three years any unused forfeited cash transfers will be sent to the Unclaimed Property Department of the state in which the UpTogether Fund Member last resided in accordance with that state's dormancy and unclaimed property laws.

Individual/family has 60-days to successfully create their virtual wallet after being approved.

UpTogether will notify the individual immediately and advise them of the steps they need to take to receive their payment. A minimum of three notifications and reminders will be sent to the email address and/or phone number the individual has provided. Should they fail to create the virtual wallet or resolve any other payment issues within 60-days of their verification form being approved, they will forfeit their payment. The payment will be returned to the One-Time Economic Relief Fund for distribution to another eligible individual. One of the identified Connect partners will identify a new eligible individual. UpTogether will repeat this process up to three times to distribute all funds. Unfulfilled/forfeited cash transfers after the term of this Agreement shall be returned to the City.

At any point, individuals can visit our UpTogether Knowledge Center for assistance (available in English and Spanish).

The City can redirect any request for assistance they receive to our support team. There are three options to contact our support team:

- Live chat is open Monday through Thursday from 8:00 AM to 5:00 PM MST and Fridays from 8:00 AM to 3:00 PM MST.
- Ticket submission available 24/7: Due to the high volume of support requests, it may take up to four (4) business days for our agents to respond to a written support request.
- Phone line is open Monday through Thursday from 8:00 AM to 5:00 PM MST and Fridays from 8:00 AM to 3:00 PM MST.
- Note: these are our current hours and are subject to change. Our live chat and phone line will be closed all major holidays and from the day after Christmas through New Year's Eve.

Once all households are selected, UpTogether will provide a narrative report that includes, in aggregate for all households who received cash assistance: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.

Verification Form Questions
All individuals provide

- Full name
- Date of birth
- Phone number or email address
- Residential address

Other questions will include:

1. By selecting yes to this question, user asserts and verifies that they experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave).
    a. Question type: Single select dropdown
    b. Answer choices:
        i. yes
    c. Required: yes

2. By selecting yes to this question, I attest that I am the only individual from my household applying for the One-Time Economic Relief Fund.
    a. Question type: Single select dropdown
    b. Answer choices:
        i. Yes
    c. Required: yes

3. Question Text: Do you certify and declare that you meet at least one of the following conditions (choose all that apply):
    a. Question Type: Multi Select Dropdown
    b. Answer choices:
        - Experienced a reduction in hours between March 2020 and current
        - Experienced unemployment at some point during the pandemic between March 2020 and current
        - Accrued additional expenses due to COVID-19 sickness (i.e., quarantining, hospitalization, etc.)
        - Did not qualify for sick leave benefits or unemployment insurance benefits
        - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current
    c. Required: yes

4. What is your racial background? Please select all that apply.
    a. Question Type: Multiselect
    b. Answer choices:
        i. Asian
        ii. Black or African American
        iii. Hispanic or Latino/a/x

iv. Indigenous peoples of the Americas
v. Middle Eastern or North African
vi. Native Hawaiian or Pacific Islander
vii. White or European
viii. Another race or ethnicity not listed above
ix. Prefer not to answer

c. Required: yes; will not be used to confirm eligibility

5. What is your gender identity?
   a. Question Type: Single Select Dropdown
   b. Answer Choices:
      i. Female
      ii. Gender non-conforming
      iii. Genderqueer
      iv. Male
      v. Nonbinary
      vi. Prefer to self identify
      vii. Prefer not to answer
   c. Required: yes;will not be used to confirm eligibility

6. How many people are in your household?
   a. Question Type: Integer, range requirement: 1-20
   b. Required: yes; will not be used to confirm eligibility

7. Which of the following best describes your occupation?
   a. Question type: single select dropdown
   b. Answer choices:
      i. Business and Financial Operations
      ii. Computer and Mathematical
      iii. Office and Administrative Support
      iv. Architecture and Engineering
      v. Installation, maintenance, and repair
      vi. Construction and extraction
      vii. Healthcare practitioners
      viii. Life, physical, and social science
      ix. Farming, fishing, and forestry
      x. Arts, design, entertainment, sports, and media
      xi. Healthcare support
      xii. Personal care and service
      xiii. Production

xiv. Food preparation and serving

xv. Education, Training, and Library

xvi. Protective Service

xvii. Management

xviii. Building and Grounds Cleaning

xix. Sales

xx. Legal

xxi. Community and Social Services

xxii. Transportation and Materials Moving

xxiii. Technology

xxiv. Other, Please describe _____

xxv. Unemployed

c. Required: yes; will not be used to confirm eligibility

7. Question Text: How do you plan to use the funds from UpTogether?
   a. Question Type: Multi-select
   b. Answer Choices:
      1. Rent
      2. Utilities
      3. Basic needs (household items, food, clothing, etc)
      4. Childcare
      5. Home improvements (such as repairs)
      6. Education
      7. Healthcare
      8. Transportation
      9. Technology
      10. Leisure
      11. Paying off debt
      12. Savings
      13. Investments for the future
      14. Giving to others
      15. Other bills not listed above
      16. Other
   c. Required: yes; will not be used to confirm eligibility

2. **Short-term Economic** Payments Fund **(9 or 12 months)**
UpTogether will distribute short-term economic payments of unrestricted cash to a total of 307 individuals/households through two options: 9 months of $500 payments (total per individual: $4,500) or 12 months of $400 payments (total per individual: $4,800).

9 months

UpTogether will distribute $500 of unrestricted cash monthly for nine months via ACH transfers and/or UpTogether virtual/physical cards (total per individual: $4,500). The City will identify local nonprofit organizations in Connect to identify potential recipients and verify and document their eligibility. Individuals will be eligible if they meet the following criteria:

- Live in Santa Fe County or City of Santa Fe at time of selection
- Have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses
- Meet at least one of the criteria below:
    - Experienced a reduction in hours between March 2020 and current;
    - Experienced unemployment at some point during the pandemic between March 2020 and current;
    - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current;
    - Did not qualify for sick leave benefits or unemployment insurance benefits; or
    - Accrued additional expenses due to COVID-19 sickness (i.e. quarantining, hospitalization, etc.)
- Meet the State's definition of indigent
- Are at least 18 years old, as screened by the UpTogether platform based on date of birth
- The City will work with local nonprofit organization(s) that they identify to verify the above criteria through documentation provided by the potential recipient. Documentation allowed by the City will be sufficiently broad to reduce the burden on applicants and ensure inclusion. UpTogether will not verify this information.
- Only one award per household - defined as all the people who occupy a single housing unit, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self attest that only one individual in their household is submitting a verification form, and 2) UpTogether will only approve one award per unique street address.

The nonprofit organizations will utilize their existing relationships to identify a set number of individuals to receive assistance and verify and document their eligibility as outlined above. Individuals can also be connected to a nonprofit organization by calling 2-1-1 or visiting the public portal. Individuals will then receive an alphanumeric invitation code that identifies them as eligible and allows them to access the direct cash assistance through a verification form on UpTogether's Community platform.

UpTogether's verification form will require individuals to provide their name; demographics (age, gender, race); household size; other learning questions as outlined below; mailing address; email address and/or phone number. They can submit the form via computer or smartphone. Individuals will also self attest on the form that they meet the above eligibility criteria and UpTogether will check the zip code provided in the verification form against the list of eligible zip codes from the City and County. The verification form will be available in English and Spanish.

12 months

UpTogether will distribute $400 of unrestricted cash monthly for twelve months via ACH transfers and/or UpTogether virtual/physical cards (total per individual: $4,800). Individuals will be eligible if they meet the following criteria:

- Provide documentation that they live in the City of Santa Fe at time of selection. Individuals can provide a government ID that matches their current address or two pieces of secondary identification that match their current address such as: medical insurance card, auto insurance card, lease agreement, mortgage documents, property tax bill, utility bill (within the last three months), auto registration paperwork, bank statement (within the last three months), paycheck stub with imprinted information (within the last three months), public assistance card, voters registration, medical bills, or other reasonable document that verifies address.
- Self attest that they have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses
- Self attest that they are the primary caregiver of a child in the household under 18
- Self attest that they are enrolled at the Santa Fe Community College
- Self attest that they meet at least one of the criteria below:
    - Experienced a reduction in hours between March 2020 and current;
    - Experienced unemployment at some point during the pandemic between March 2020 and current;
    - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current;
    - Did not qualify for sick leave benefits or unemployment insurance benefits; or
    - Accrued additional expenses due to COVID-19 sickness (i.e. quarantining, hospitalization, etc.)
- Are at least18 years old at the time of application, as screened by the UpTogether platform based on date of birth
- Provide documentation that their household earns 65% of Area Median Income (AMI) or less, as indicated in the table below. Examples of acceptable documentation include: most recent federal income tax form, most recent paycheck stub from employer, federal student aid application or Pell grant letter (12 month student pilot only), public assistance letter (SNAP, Medicaid, TANF, WIC, etc.), letter from employer with gross monthly income, bank statement showing income deposits/transactions, unemployment benefit statements, social security benefit statements, 1099-R or other pension or retirement fund withdrawal statements.

Household size	65% Maximum Annual Household Income (based on 2023 Area Median Income for the Santa Fe MSA, as determined by HUD)
1	$38,870
2	$44,395
3	$49,920
4	$55,445
5	$59,930
6	$64,350
7	$68,770

8 or more	$73,190

- Only one award per household - defined as all the people who occupy a single housing unit, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self attest that only one individual in their household is submitting a verification form, and 2) UpTogether will only approve one award per unique street address.

UpTogether will open a verification form to the public for a period of time mutually agreed upon with the City for households to apply to receive funds. In the verification form, households will answer questions and upload address and income documentation to demonstrate eligibility. They can submit the form via computer or smartphone. The verification form will be available in English and Spanish.

Required information will include name of applicant; demographics (age, gender, race/ethnicity); household size; mailing address; email address and/or phone number; documentation of residency in City of Santa Fe; documentation of household income; and self-attestation that applicants meet the other criteria (experienced financial hardship due to COVID-19; are a primary caregiver of a child under 18; are enrolled at Santa Fe Community College; and are the only individual in their household applying).

The City and UpTogether will work with the Santa Fe Community College to promote the opportunity among individuals and families who meet the eligibility criteria and inform them of how to apply.

Some households will be immediately denied upon submission because their zip code is not eligible. Once the submission period closes, the remaining are the pool of eligible households that will enter the randomization process. The randomization will occur each time an UpTogether Support Agent reviews a verification form. When an UpTogether Support Agent requests a verification form to review, a random number generator will assign all forms in the eligible pool a number and the Agent then receives the form with the lowest number for review. The Agent reviews the verification form to confirm eligibility criteria. UpTogether Support Agents will follow this process until 98 individuals and families are selected. The remaining people will be notified by email or text message (based on the contact information they submitted when they applied) that they were not selected in the process.

To protect against fraud, the automated pre-checks in our application verification process look for matches across all verification forms for all funds for anyone (besides the exact member) with:

- An identical IP address
- An evidence document nearly identical

These are flagged for further review by our Support team.

Both Options (9 and 12 months)
Individuals can be selected for both the Short-term Economic Payments Fund and the One-Time Economic Relief Fund. However, individuals can only be selected for the 9 month or 12 month option under the Short-term Economic Payments Fund.

Once the form is submitted and the individual is approved, the first payment of $400 or $500 will be processed and the individual will be automatically enrolled to receive an additional eight or 11 payments. There will be no conditions for individuals to remain eligible for the payments.

Cash transfers will be made through the UpTogether Community in accordance with its policies and procedures. As soon as the individual/family creates their virtual wallet via the UpTogether Community, UpTogether executes transfer to individual/family's USIO virtual wallet, where individual/family can choose how to transfer and/or use funds. Available options include ACH transfers to individual/family's account, virtual or physical pre-paid debit card, or paper check. Individuals who elect to receive UpTogether Cards will be advised upon issuance that the card expires after three years any unused forfeited cash transfers will be sent to the Unclaimed Property Department of the state in which the UpTogether Fund Member last resided in accordance with that state's dormancy and unclaimed property laws.

Individual/family has 60-days to successfully create their virtual wallet after being approved. UpTogether will notify the individual immediately and advise them of the steps they need to take to receive their payment. A minimum of three notifications and reminders will be sent to the email address and/or phone number the individual has provided. Should they fail to create the virtual wallet or resolve any other payment issues within 60-days of their verification form being approved, they will forfeit their payment. After an individual/family forfeits two payments, their participation in the Fund will be terminated and they will *no longer be eligible to receive recurring payments*. Unfulfilled/forfeited cash transfers during the term of this Agreement will be restored to the Short-term Economic Payments Fund and UpTogether will work with the City of Santa Fe to redeploy those dollars to individuals eligible for the Short-term Economic Payment Fund. Depending on the amount of forfeited funds available for redeployment, newly selected individuals may receive fewer than nine payments of $500 or twelve payments of $400, such as potentially a one-time payment of $500 or $400. Unfulfilled/forfeited cash transfers after the term of this Agreement shall be returned to the City.

Once all households are selected, UpTogether will provide a narrative report that includes, in aggregate for all households who received cash assistance: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.

Verification Form Questions – 9 Months
All individuals provide:

- Full name
- Date of birth
- Phone number or email address
- Residential address

Other questions will include:

1. By selecting yes to this question, user asserts and verifies that they experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave)
    d. Question type: Single select dropdown
    e. Answer choices:
        i. yes
    f. *Required: yes*

8. By selecting yes to this question, I attest that I am the only individual from my household applying for the Short-Term Economic Payments Fund: 9 months.
    a. Question type: Single select dropdown
    b. Answer choices:
        i. Yes
    c. Required: yes

9. Question Text: Do you certify and declare that you meet at least one of the following conditions (choose all that apply):
   a. Question Type: Multi Select Dropdown
   b. Answer choices:
      i. Experienced a reduction in hours between March 2020 and current
      ii. Experienced unemployment at some point during the pandemic between March 2020 and current
      iii. Accrued additional expenses due to COVID-19 sickness (i.e., quarantining, hospitalization, etc.)
      iv. Did not qualify for sick leave benefits or unemployment insurance benefits
      v. Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current
   c. Required: yes

10. What is your racial background? Please select all that apply.
   a. Question Type: Multiselect
   b. Answer choices:
      i. Asian
      ii. Black or African American
      iii. Hispanic or Latino/a/x
      iv. Indigenous peoples of the Americas
      v. Middle Eastern or North African
      vi. Native Hawaiian or Pacific Islander
      vii. White or European
      viii. Another race or ethnicity not listed above
      ix. Prefer not to answer
   c. Required: yes; will not be used to confirm eligibility

5. What is your gender identity?
   a. Question Type: Single Select Dropdown
   b. Answer Choices:
      i. Female
      ii. Gender non-conforming
      iii. Genderqueer
      iv. Male
      v. Nonbinary
      vi. Prefer to self identify
      vii. Prefer not to answer
   c. Required: yes;will not be used to confirm eligibility

6. How many people are in your household?
   a. Question Type: Integer, range requirement: 1-20
   b. Required: yes; will not be used to confirm eligibility

11. Which of the following best describes your occupation?
   a. Question type: single select dropdown
   b. Answer choices:
      i. Business and Financial Operations
      ii. Computer and Mathematical
      iii. Office and Administrative Support
      iv. Architecture and Engineering

v. Installation, maintenance, and repair
vi. Construction and extraction
vii. Healthcare practitioners
viii. Life, physical, and social science
ix. Farming, fishering, and forestry
x. Arts, design, entertainment, sports, and media
xi. Healthcare support
xii. Personal care and service
xiii. Production
xiv. Food preparation and serving
xv. Education, Training, and Library
xvi. Protective Service
xvii. Management
xviii. Building and Grounds Cleaning
xix. Sales
xx. Legal
xxi. Community and Social Services
xxii. Transportation and Materials Moving
xxiii. Technology
xxiv. Other, Please describe _____
xxv. Unemployed

b. Required: yes; will not be used to confirm eligibility

12. Question Text: How do you plan to use the funds from UpTogether?
a. Question Type: Multi-select
b. Answer Choices:
i. Rent
ii. Utilities
iii. Basic needs (household items, food, clothing, etc)
iv. Childcare
v. Home improvements (such as repairs)
vi. Education
vii. Healthcare
viii. Transportation
ix. Technology
x. Leisure
xi. Paying off debt
xii. Savings
xiii. Investments for the future
xiv. Giving to others
xv. Other bills not listed above

Verification Form Questions – 12 Months
All individuals provide:

- Full name
- Date of birth
- Phone number or email address
- Residential address
- Documentation of address to verify they live in the City of Santa Fe
- Documentation of income to verify their household earns an income at or below 65% of AMI

Other questions will include:

1. By selecting yes to this question, user asserts and verifies that they experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave)
    a. Question type: Single select dropdown
    b. Answer choices:
        i. yes
    c. Required: yes

2. By selecting yes to this question, I attest that I am the only individual from my household applying for the Short-Term Economic Payments Fund: 12 months.
    a. Question type: Single select dropdown
    b. Answer choices:
        i. Yes
    c. Required: yes

3. Question Text: Do you certify and declare that you meet at least one of the following conditions (choose all that apply):
    a. Question Type: Multi Select Dropdown
    b. *Answer choices:*
        i. Experienced a reduction in hours between March 2020 and current
        ii. Experienced unemployment at some point during the pandemic between March 2020 and current
        iii. Accrued additional expenses due to COVID-19 sickness (i.e., quarantining, hospitalization, etc.)
        iv. Did not qualify for sick leave benefits or unemployment insurance benefits
        v. Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current
    c. Required: yes

4. Do you certify and declare that you are the primary caregiver of a child in the household under 18 and are enrolled at the Santa Fe Community College?
    a. Question Type: Single select dropdown
    b. Answer choices:
        i. Yes
        ii. Required: yes

5. What is your racial background? Please select all that apply.
    a. Question Type: Multiselect
    b. Answer choices:
        i. Asian
        ii. Black or African American
        iii. Hispanic or Latino/a/x
        iv. Indigenous peoples of the Americas
        v. Middle Eastern or North African
        vi. Native Hawaiian or Pacific Islander
        vii. White or European
        viii. Another race or ethnicity not listed above
        ix. Prefer not to answer

c. Required: yes; will not be used to confirm eligibility

6. What is your gender identity?
    a. Question Type: Single Select Dropdown
    b. Answer Choices:
        i. Female
        ii. Gender non-conforming
        iii. Genderqueer
        iv. Male
        v. Nonbinary
        vi. Prefer to self identify
        vii. Prefer not to answer
    c. Required: yes;will not be used to confirm eligibility

7. How many people are in your household?
    a. Question Type: Integer, range requirement: 1-20
    b. Required: yes; will not be used to confirm eligibility

8. Question Text: How do you plan to use the funds from UpTogether?
    a. Question Type: Multi-select
    b. Answer Choices:
        i. Rent
        ii. Utilities
        iii. Basic needs (household items, food, clothing, etc)
        iv. Childcare
        v. Home improvements (such as repairs)
        vi. Education
        vii. Healthcare
        viii. Transportation
        ix. Technology
        x. Leisure
        xi. Paying off debt
        xii. Savings
        xiii. Investments for the future
        xiv. Giving to others
        xv. Other bills not listed above

EXHIBIT B

Budget

	One-Time Economic Relief to allow families to respond to the public health emergency, such as medical expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, such as social distancing.	**Short-Term Economic Payments** to allow families to **stabilize during** the public health emergency, such as medical expenses, experses of actions to facilitate compliance with COVID-19-related public health measures, such as social distancing.
Direct payments to families	$943,750 ($1,250.00 to 755 households)	$940,500 ($500 payments for 209 households for 9 months) $470,400 ($400 payments for 98 student households for 12 months)
6% cost paid to UpTogether for performing the services described in Exhibit A, Scope of Work including the set up and launch of the funds, training to nonprofit partners, disbursement of cash transfers, and reporting	$56,250	$89,100
Total	$1,000,000	$1,500,000

GB-Uptogether_Amend_2_Packet- (1)

Final Audit Report 2026-05-27

Created:	2026-05-26
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAFWJQYS2O8S_57FSrs15Q0D4TULryOYEh

"GB-Uptogether_Amend_2_Packet- (1)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-26 - 2:27:03 PM GMT- IP address: 50.228.218.220

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-26 - 2:29:59 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-26 - 2:30:11 PM GMT- IP address: 50.228.218.220

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-26 - 2:30:13 PM GMT - Time Source: server- IP address: 50.228.218.220 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-26 - 2:30:18 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-26 - 3:54:00 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-26 - 3:55:15 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-26 - 3:55:19 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-26 - 5:31:31 PM GMT- IP address: 153.66.19.55

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: Attach approved Sole Source
2026-05-27 - 8:56:18 PM GMT- IP address: 73.228.7.52

Uptogether_Amend_2-Packet-_(1)-combined (1)

Final Audit Report 2026-06-18

Created:	2026-06-17
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAIPWNCdUu94CohTy_brJMbRnW7gklrpOn
Documents:	Uptogether_Amend_2-Packet-_(1)-combined (1).pdf (59 pages)

"Uptogether_Amend_2-Packet-_(1)-combined (1)" History

Document created by JUAN VELA (jevela@santafenm.gov)
2026-06-17 - 2:53:49 PM GMT- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-17 - 2:56:34 PM GMT

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2026-06-17 - 7:20:22 PM GMT- IP address: 63.232.20.2

Document declined by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Decline reason: Remove my signature block from the vendor's letter please
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CITY OF SANTA FE

The Purchasing Memo

Date: June 25, 2026

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

From: Sandra Emory, Community Services Department Director Sandra Emory

Via: Marcella Apodaca, Business Operations Manager Marcella Apodaca (Jun 25, 2026 10:19:27 MDT)

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Sierra Vigil-Trujillo, Youth and Family Services Program Manager Sierra Trujillo (Jun 25, 2026 10:18:01 MDT)

Subject: Department of Health Violence Intervention Fund Grant FY26

ITEM AND ISSUE:

Request for Approval of Grant Agreement from the New Mexico Department of Health in the Amount of $350,000 for a Coordinated Community Response to Community Violence. (Sandra Emory, Community Services Department Director; sxemory@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe, in collaboration with Santa Fe County, has developed a coordinated community response to violence, including youth, gun, and interpersonal violence. This public health approach to prevention and intervention supports, educates, and engages youth at the individual, community, and governmental levels.

Youth ARISE, a specialty diversion program engages youth, co-creating a tailored plan with the youth and family who have been directly impacted by violence are referred to the program by the District Attorney, District 1, office, Juvenile Probation Office and Santa Fe Public schools.

Employing best practices including enhanced screening, intensive case management, restorative justice, skills building and economic justice opportunities, our agencies have combined resources, expertise, and data to select individuals who are most vulnerable to violence. This direct service program meets Part VI Program requirements A, C, D and E. The pilot includes a Taskforce consisting of five dedicated members with lived experience, clinical and community organizing expertise and collaborative design and decision-making processes. Building out a peer model, supported by peers with lived experience, These members work side-by-side with referred youth, to identify the best path forward to ensure long term success in life.

The Youth Community Violence Interruption (YCVI) program, the umbrella of funding initiatives, which includes the launch of the Youth ARISE Pilot, initially a call from the community of Santa Fe to direct upstream prevention efforts toward impacting youth violence has acted as a community catalyst. In FY27, YCVI will continue to convene quarterly advisory council sessions to coordinate learning and community between non-profit providers, SFPS, Santa Fe County, the City of Santa Fe, FJDA, and state organizations. Additionally, select organizations will be funded to provide direct services to meet emergent needs in real time, as identified by the advisory council and in coordination with the City of Santa Fe Children and Youth Commission. During the FY26 funding period, these real-time adjustments were critical in ensuring the needs of youth were addressed more comprehensively when identified. This community-based effort meant

Finally, the DOH's violence intervention fund previously supported the purchase of gunshot detection technology for the Santa Fe PD. This initiative was directly related to Section VI, part B. of the program requirements. The Youth and Family Services Division (YFS) and SFPD remain committed to working collaboratively as the VPU. During the contract period, City staff will work to formalize an MOU for data sharing and work collaboratively to analyze and direct community support services to areas most impacted by the gun shot data provided by the detection technology.

Together, these coordinated efforts reflect Santa Fe's commitment to a comprehensive, data-informed, and community-driven public health approach to violence prevention. By centering youth voices, strengthening cross-sector collaboration, and investing in both immediate intervention and long-term support systems, the initiative is positioned to create meaningful and sustainable change. Through continued partnership, adaptive strategies, and a shared vision for safety and well-being, the City and County aim to reduce violence, improve outcomes for youth and families, and foster a stronger, more resilient community.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Juvenile Justice Fund/223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee:_____ **Date:**_____

Budget Officer 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: YFD2722300

Approval: ERIKA LUJAN (Jun 25, 2026 11:22:18 MDT) **Title:** Grants Manager **Date:** 06/25/2026

Comment/Exceptions: _____

ATTACHMENTS:
Grant agreement
Project ledger

Docusign Envelope ID: 67988507-B2F6-8CA4-805D-270226D713DD

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Department of Health**, hereinafter referred to as the "Agency," 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 Agency.

WHEREAS, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **JUNE 30, 2027**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **$350,000.00.** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make quarterly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

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ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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 Agency; (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 Article XXII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

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purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, 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 Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

A. 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 Agency.

B. The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

C. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. [If the Contractor is to have access to PHI for purposes other than treatment, add the following provision] If the Contractor may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article VI of this Agreement.

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ARTICLE X. Amendments

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 Agency 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 VI herein, or to agree to the reduced funding.

ARTICLE XI. 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 Agency.

ARTICLE XII. 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 exclusive 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.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such

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subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to 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 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.

ARTICLE XVIII. 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 Agency.

ARTICLE XXI. 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 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. If the Agency 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.

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IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – City of Santa Fe

_____ Date: _____
Authorized Signatory

_____
Printed Title of Authorized Signatory

Ruby Crews
Ruby Crews (Jun 22, 2026 14:51:57 MDT) Date: 06/22/2026
Legal Counsel, Contractor, if applicable

Agency – Department of Health

_____ Date: _____
Secretary or Designee, DOH

_____ Date: _____
Chief Financial Officer, DOH

Approved as to legal form and sufficiency.

_____ Date: _____
Office of General Counsel, DOH

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

DATE:_____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Jun 22, 2026 14:51:57 MDT) 06/22/2026
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 25, 2026 13:24:17 MDT)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Docusign Envelope ID: 67988507-B2F6-8CA4-805D-270226D713DD

ATTACHMENT 1

SCOPE OF WORK

The Contractor shall perform the following work:

Per New Mexico state statute 31-30-1 through 31-30-9 NMSA 1978, the Violence Intervention Fund for fiscal year 2027, the Contractor, the City of Santa Fe, in partnership with Santa Fe county will use a public health approach to address youth, gun, and interpersonal violence through coordinated prevention and intervention efforts. Combining the efforts of data analysis and tracking of the city's shot spotter software, the continuation of the city's Youth ARISE pilot program (phase 2), and community-based organizations contracted for Youth Community Violence Intervention work, the Contractor will bring data-driven, community-centered public health strategies to reduce violence and improve protective factors in Santa Fe.

A. Contractor will implement a Violence Intervention Program (VIP) that shall:

1) use of an evidence- or research-based public health approach to reduce gun violence and aggravated assaults;

2) use focused deterrence, problem-oriented policing, and proven law enforcement strategies to reduce gun violence and aggravated assaults;

3) target a population that is at high risk for victimization or retaliation that results from gun violence or aggravated assault through engaging in the cycles of violence in the community;

4) use data-driven methods for program development;

5) use program funding in a manner that is directly related to the reduction of gun violence and aggravated assaults; and

6) complete all evaluation expectations as determined by the Agency and provide routine performance measures via the reporting tool with each submitted report. Reporting tool will be co-developed by Agency and Contractor.

B. Contractor will contract with Community-Based Organization(s) that shall:

1) use of an evidence- or research-based approach to reduce gun violence and aggravated assaults within the populations they serve;

2) target a population that is at high risk for victimization or retaliation that results from gun violence or aggravated assault through engaging in the cycles of violence in their communities; and

Docusign Envelope ID: 67988507-B2F6-8CA4-805D-270226D713DD

3) use contracted funding in a manner that is directly related to the reduction of gun violence and aggravated assaults.

C. Contractor will contract with a subject matter expert relating to the city's "shot spotter" technology who shall:

1) Collect and analyze the "shot spotter" data collected by the Santa Fe Police Department and provide quarterly reports on the data and how it was used; and

2) Develop a Memorandum of Understanding (MOU) with the Santa Fe Police Department specific to this relationship and data sharing.

Docusign Envelope ID: 67988507-B2F6-8CA4-805D-270226D713DD

ATTACHMENT 2

BUDGET

Task Description	Deliverables	Budget	Due Date
Contracting with data administration and subject matter expert. Data collection and analysis on the use of Santa Fe Police Department's shot spotter technology. Development of a multi-year Memorandum of Understanding (MOU) with Santa Fe Police Department.	Quarterly report of geographic location shot spotter data, AXON data analysis, and a narrative summary on how data is utilized by the Santa Fe Police Department. MOU with Santa Fe Police Department.	Not to exceed a total of **$60,000.00**.	Invoice @ **$15,000.00** per quarter, not to exceed a quantity of four (4). Quarter 1 (July, August, & September 2026) due no later than 10/10/2026 Quarter 2 (October, November, December 2026) due no later than 01/10/2027 Quarter 3 (January, February, March 2027) due no later than 04/10/2027 Quarter 4 (April, May, June 2027) due no later than 07/10/2027
Youth Arise Pilot Program (Phase II)	Quarterly report on completed project administration and progress toward Youth ARISE goals, including program outcomes, implementation progress, activities, number of participants, all evaluation expectations and reporting tools, etc.	Not to exceed a total of **$150,000.00**.	Invoice @ **$37,500.00** per quarter, not to exceed a quantity of four (4). Quarter 1 (July, August, & September 2026) due no later than 10/10/2026 Quarter 2 (October, November, December 2026) due

Docusign Envelope ID: 67988507-B2F6-8CA4-805D-270226D713DD

			no later than 01/10/2027 <u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027 <u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027
Youth Community Violence Intervention (YCVI) Partner Contract(s)	Quarterly narrative report detailing violence intervention efforts implemented by community-based service partner(s).	Not to exceed a total of **$140,000.00**.	Invoice @ **$35,000.00** per quarter, not to exceed a quantity of four (4). <u>Quarter 1</u> (July, August, & September 2026) due no later than 10/10/2026 <u>Quarter 2</u> (October, November, December 2026) due no later than 01/10/2027 <u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027 <u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027
Total Budget		**$350,000.00**	

Docusign Envelope ID: 67988507-B2F6-8CA4-805D-270226D713DD

Date: 05/18/2026

Agency 66500
Supplier name: City of Santa Fe
Supplier number: 0000054360
SHARE Billing Location: 97
SHARE Ship to Location: 97
Department Code: ZG1016

Contract Type: IGA

This funding string below is being provided as certification that funds have been set aside for the proposed contract for ASD contract staff to create the purchase order and Contract Module.

Total compensation of Contract: $350,000.00

Brief description of Service: The City of Santa Fe, in partnership with Santa Fe County, will initiate phase two of their Youth Community Violence Intervention pilot program, expand the work of their Youth ARISE program and community-based partner programs, as well as coordinate and administrate a data specialist to work with Santa Fe Police on the analysis and use of their shot spotter technology.

Complete necessary fields per your budgetary requirements. Add rows as needed. Must have total of all funding sources.

Split funding: No.

Note: If contract crosses fiscal years only include the amounts for the current fiscal year purchase order.

Merchandise Amount	Fund	Dept	*Account	Sub Acct	Rpt Cat	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class
$350,000.00	06101	ZG1016	547400			66500		DIRECT	20112300	92248	K1016

Highlight **ONE** Below, if no PO will be processed.

Direct Pay/Policy Exemption
OPR
Non-Monetary

Approved by Authorized Funding Department:

Approved By: (type in name/title of individual)	Signature:	Date:
Alexander Cutler, Gun Violence Prevention	Alexander Cutler	05/18/2026
Kathleen Maese, Injury & Violence Prevention Section Manager	Kathleen R. Maese	05/18/2026

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 6/23/26

Project Title: NMDOH Violence Intervention Grant FY27

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: YFD2722300

Grant ID: S2702

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jun 25, 2026 09:43:08 MDT)

CMT (Finance Use Only)

Department: Community Services Project Manager: Sierra Vigil-Trujillo Ext: 6824

Project Date Range: 7/1/26 to 6/30/27 ☐ Create Fixed Asset

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

Funding Source: NMDOH IGA 27 IGA 3050 00036 % of Funding: 100

MUNIS ORG: 2230123 MUNIS OBJ: 490180 Awarded Amount: $350,000.00

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Grants & Services MUNIS ORG: 2230123 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: NMDOH IGA# 27-3050-0036 Awarded Amount: 350000.00

AR Charge Code: 2230123.490180 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700003 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

YFD2722300 NMDOH VIF GRANT FY27-350K

Final Audit Report 2026-06-25

Created:	2026-06-23
By:	Cathy Thompson (cmthompson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9jfixFqGgxTyvDkfOwoH2DC46Ea8larE
Documents:	YFD2722300 NMDOH VIF GRANT FY27-350K.pdf (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"YFD2722300 NMDOH VIF GRANT FY27-350K" History

Document created by Cathy Thompson (cmthompson@santafenm.gov)
2026-06-23 - 9:55:47 PM GMT- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-06-23 - 9:56:34 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2026-06-23 - 10:27:43 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-06-25 - 3:43:08 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-25 - 3:43:08 PM GMT

City of Santa Fe
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Date: June 15, 2026

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

From: Sam Burnett, Public Works Director JOHN BURNETT

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

Signature: JOHN BURNETT (Jun 22, 2026 09:39:48 MDT)

Email: jsburnett@santafenm.gov

Updating Closure Rules on Plaza for Vehicular Traffic (Memo)

Final Audit Report 2026-06-22

Created:	2026-06-22
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsdHKwPQIepb1GWqP4KNE3UfEV465h0HL
Documents:	Updating Closure Rules on Plaza for Vehicular Traffic (Memo).docx (1 page)
Number of Documents:	1
Document page count:	2
Number of supporting files:	0
Supporting files page count:	0

"Updating Closure Rules on Plaza for Vehicular Traffic (Memo)" History

Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)
2026-06-22 - 3:24:30 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2026-06-22 - 3:29:27 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-06-22 - 3:39:36 PM GMT- IP address: 174.218.21.197

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2026-06-22 - 3:39:48 PM GMT - Time Source: server- IP address: 174.218.21.197 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-06-22 - 3:39:48 PM GMT

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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: mamcdonald@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

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

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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

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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***

CITY OF SANTA FE

The Purchasing Memo

Date: May 28, 2026

To: Governing Body

From: Paulette Ortiz, Grant Administrator Paulette Ortiz (Jun 3, 2026 16:23:42 MDT)

Via: Jimmy Gunn, Interim Airport Director

Subject: Amendment 1 for Vector Contract

Vendor Name: Vector

Munis Vendor Number: 10084

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of Amendment 1 to our Vector contract. This will be an extension of time till 12/09/2026.

CONTRACT NUMBER:

23-0689

BACKGROUND AND SUMMARY:

A contract between Vector Airport Systems LLC, and the City of Santa Fe was approved by Governing body on November 8, 2023. The first renewal was exercised and approved by Governing Body on June 11, 2025. Vector's PLANEPASS Billing and Collections service has been automatically tracking aircraft landing and parking, billing for the fees set by the City under SFCC 1978, Section 3-5, and collecting payments on behalf of the Airport.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Revenue

Munis Org Name/Number: Revenue

Munis Object Name/Number: Revenue

Budget Officer / Designee: Andy Hopkins **Date:** 06/29/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

The Santa Fe Regional Airport is requesting approval to exercise the annual renewal option for a second time as

outlined in section five of the original contract with Vector Airport Systems LLC. This renewal option allows the City to renew the contract on an annual basis by mutual agreement.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/01/2026

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: David Tapia **Title:** Accounting Supervisor **Date:** 06/29/2026

Comment/Exceptions: N/A

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:

Procurement document: Sole Source Determination
General Services Contract
Original contract packet (with previous contract amendments)

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 23-0689

Original City Clerk Item Number: 23-0689

City of Santa Fe General Services Contract/ Vector Plane Pass

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 12/20/2023 (the "Contract"), between the City of Santa Fe (the "City") and Vector Airport Systems. (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 City of Santa Fe General Services Contract/ Vector Plane Pass.

B. Pursuant to the Amendment Article 9 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. TERM

Article 5 of the Contract is hereby deleted in its entirety and replaced with the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall terminate on December 19, 2026.

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	Airport Grant Administrator 121 Aviation Dr Santa Fe, NM 87507 pkortiz@santafenm.gov (505) 479-1112	**To the Contractor:** Vector Airport Systems Peter Coleton280 280 Sunset Park Drive Herndon VA 20170 jillian.smith@vector-us.com 703-817-7777

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.

IV. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

DATE: _____

CONTRACTOR:
VECTOR AIRPORT SYSTEMS LLC.

Patrick Hanny

JILLIAN SMITH, CLIENT SERVICES MANAGER

DATE: May 14, 2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (May 14, 2026 14:11:31 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jul 2, 2026 08:52:43 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Vector_Airport_Systems_Amendment_1_CoSF

Final Audit Report 2026-05-14

Created:	2026-05-14
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATPskpJwuSUgaIDiz4KzEu5nMmAFqrkEW

"Vector_Airport_Systems_Amendment_1_CoSF" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-05-14 - 3:49:12 PM GMT- IP address: 63.232.20.2

Document emailed to Jillian Smith (jillian.smith@vector-us.com) for signature
2026-05-14 - 3:52:02 PM GMT

Document signing delegated to Patrick Hanney (patrick@vector-us.com) by Jillian Smith (jillian.smith@vector-us.com)
2026-05-14 - 6:01:41 PM GMT- IP address: 70.127.32.171

Document emailed to Patrick Hanney (patrick@vector-us.com) for signature
2026-05-14 - 6:01:42 PM GMT

Email viewed by Patrick Hanney (patrick@vector-us.com)
2026-05-14 - 6:03:23 PM GMT- IP address: 100.36.29.34

Document e-signed by Patrick Hanney (patrick@vector-us.com)
Signature Date: 2026-05-14 - 6:08:16 PM GMT - Time Source: server- IP address: 100.36.29.34 - Signature Appearance Selected: IMAGE

Document emailed to klnault@santafenm.gov for signature
2026-05-14 - 6:08:17 PM GMT

Email viewed by klnault@santafenm.gov
2026-05-14 - 8:10:03 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2026-05-14 - 8:11:29 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-05-14 - 8:11:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-14 - 8:11:31 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **October 20th, 2023**

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

FROM: **James Harris, Airport Manager; Kelly Bynon, Administrative Manager** JCH

ITEM AND ISSUE:

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,320,540 to Increase Landing Fees, Parking Fees, and Service Contracts.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector's PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately $1,090,000 per year and that parking fees will generate a further $603,000 annually, for a estimated total of approximately of $5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City's behalf.

This vendor is currently posted as a Sole Source Solicitation on the City of Santa Fe Website and closes on 12/03/2023.

ACTION:

Approve contract between the City of Santa Fe and Vector Airport Systems LLC and Approval of a BAR in the Amount of $1,320,540.

COMMITTEE REVIEW:
Public Works and Utilities: 11/27/2023
Finance Committee: 12/04/2023
Governing Body: 11/08/2023

City of Santa Fe, New Mexico

V2 2023

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety.

Date: 10/24/2023

Prepared By: Kelly Bynon **Title:** Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon **State:** VA **Zip Code:** 20170

Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost: Approxiamtely $1,117,380
Tax is subject to change.

Term of Contract: Three years from award date

One (1) to Four (4) years from date of award

Sole Source Request Justification Questions 1-3:

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[×] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.**

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

Vector's PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.

Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe — Date: Nov 1, 2023

Department Approval by:

Layla Archuletta-Maestas
Layla Archuletta-Maestas (Nov 2, 2023 09:15 MDT)
Layla Archuletta-Maestas for Department Director — Date: Nov 2, 2023

James Harris
James Harris Airport Director — Date: Nov 1, 2023

Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Date: _____

Travis Dutton-Leyda, CPO for the City of Santa Fe

Required Attachments:

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***

****Quote from sole source Contractor***

****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

280 Sunset Park Drive Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

City of Santa Fe, NM
October 24, 2023

RE: Sole Source for the PLANEPASS® service from Vector Airport Systems

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service.

This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

William Repole

Chief Operating Officer, Vector, LLC

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

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	11/15/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5456050	510310		372,460	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Landing Fees	5456050	430500		(1,090,000)	
Parking Fees	5456050	430550		(603,000)	
				$ (1,320,540)	$ -

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

Contract with Vector Airport Services for the use of their Plane Pass system that automatically collects Aircraft landing fees and parking fees. Estimated revenues are an additional $1,090,000 per year for parking fees and $603,000 per year for parking fees. Vector Services will take 22% of revenues collected PRIOR to sending revenue earned to the airport. Expenditure accounts will not be used for payment of this contract. This BAR is for accounting purposes to account for the inflow and outflow of expected money.

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

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

Kelly Bynon — 11/15/2023
Prepared By *{print name}* — Date

James Harris — Nov 16, 2023
Division Director Signature *{optional}* — Date

Layla Archuletta-Maestas (Nov 16, 2023 15:51 MST) — Nov 16, 2023
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 (Nov 16, 2023 16:54 MST) — Nov 16, 2023
Budget Officer — Date

Emily K. Oster (Nov 16, 2023 17:42 MST) — Nov 16, 2023
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item# 23-0689
Munis Contract#_____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC.** herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Vector Airport Systems LLC. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately $1,090,000.00 per year, and parking fees will generate a further $603,000. The total compensation under this Agreement shall not exceed $1,341,000.00

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10th business day.

B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2025**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **City Obligations**

6.1. **City Obligations - General:** City shall be obligated to use its best efforts to perform or provide the following:

6.1.1. **Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

6.1.2. **Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.

6.1.3. **Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

6.2. **City Obligations - *PLANEPASS®***

6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS®* financial reports and interfacing with Contractor's *PLANEPASS®* team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to datainput@vector- us.com City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.

6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to datainput@vector-us.com.

6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.

6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce

a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the

appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to datainput@vector-us.com at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the "Authority to Bill & Collect" letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com. The portal* allows aircraft operators to:

1) Update contact information, including email or postal mail addresses
2) Process credit card payments
3) Enroll in electronic invoicing
4) View account history
5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

7. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, except as stated in Paragraph 6.2.4, if the Contractor fails to

meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

8. **Termination**

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party 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 breaching Party 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.

2) 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 reasonably determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. *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.*

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

9. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

10. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

11. **Assignment**

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

12. **Subcontracting**

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

13. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

15. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

17. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

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

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

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

25. **Equal Opportunity Compliance**

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

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.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.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

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

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement 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.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **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.

37. **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.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as

requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 20, 2023

CONTRACTOR: Vector Airport Systems

PETER COLETON, PRESIDENT

DATE:
CRS# _____

Registration # _____

ATTEST:

Geralyn Cardenas (Dec 21, 2023 11:52 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/23 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 13, 2023 16:53 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 20, 2023 15:26 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.430500
5450407.430550 AH

Org./Object

EXHIBIT A - Scope of Work ("WORK")

Contractor shall:
Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
    - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
    - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor's fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. ***PLANEPASS*® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.

    1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
    1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City's existing billing rate and policies. Provide electronic access to Contractor's Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
    1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
    1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
    1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
    1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
    1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
    1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10th business day.
    1.9. Provide ongoing client and user support.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems ("Vector") assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

"Landing fees" is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport's established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft's FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft's registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com.

- **Vector's self-service web portal* allows aircraft operators to:**

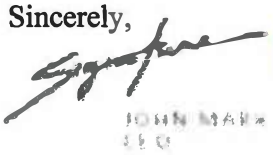
  1) Update contact information, including email or postal mail addresses
  2) Process credit card payments
  3) Enroll in electronic invoicing
  4) View account history
  5) Request copies of invoices via email or download Excel-formatted invoices
  The portal login is based on Vector invoice number and Vector operator ID

For billing questions or concerns, please contact Vector's *PLANEPASS*® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

- *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport's Administration Office staff may also be reached [*insert email*].

Sincerely,



[*insert signature - preferably a cursive version of your wet signature]*

EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems ("Vector") has managed the billing and collection of landing fees on behalf of Airport Name ("CODE"). Vector is authorized to collect balances due on the Airport's behalf.

Airport Name ("CODE") is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector's *PLANEPASS*® Payment Portal: https://payment.planepass.com

II. **Billing Concerns & Account Management with Activity Details:**

Vector's *PLANEPASS*® Payment Portal (https://payment.planepass.com)* allows aircraft operators to:

1) Make credit card payments
2) Update account information including email and postal mail addresses
3) View airport fee structures, Authorization to Bill letters, and W9s
4) Enroll in electronic invoicing
5) View account history
6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport CODE are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office at [*insert email*] and [*phone number*].

Sincerely,

[*insert personalized signature – this should be your unique personalized signature like this one:*]



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): _____

Contractor: Vector Airport Systems LLC

Procurement Method: *Small Purchase* *RFP* *ITB* *Sole Source* ☑ *GSA* *Cooperative* *Exempt*

Description/Title: General Services Contract with Vect\opr Airport Systems LLC

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: $5,079,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This contract will generate approximately $5,079,000 over three years at current levels of traffic. The City of Santa Fe will pay Vector 22% of aircraft landing and parking fees that Vector collected on the city's behalf.

3. Procurement History: sole source SS Must be posted for 30 days before the contract is valid.

_____ Nov 1, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: Parking Fees and Landing Fees collection from Vector **Org / Object:** 5450407/430500 / 430550 (Revenue)

Andy Hopkins (Nov 1, 2023 14:06 MDT) Nov 1, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk:

Clerk # _____ Email: kabynon@santafenm.gov

Date of Execution: _____

Eric Candelaria (Nov 1, 2023 18:09 MDT) ITT Director Nov 1, 2023

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☑ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Airport Staff Name Kelly Bynon

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
X	☐	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Kelly Bynon	Administrative Manager	10/24/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	CPO	Nov 1, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
Eric Candelaria (Nov 1, 2023 18:09 MDT)	ITT Director	Nov 1, 2023
ITT Representative (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

GALLEGOS, SEBASTIAN F.

From: WORSTELL, LARRY F
Sent: Wednesday, June 3, 2026 2:08 PM
To: GALLEGOS, SEBASTIAN F.; ITT E-Review; DOBBS, GALEN L.; LATOE, TENZIN T.
Cc: GARDUNO, JAMES D.; ORTIZ, PAULETTE K.; GUNN, JIMMY D.
Subject: RE: Request for ITT Determination for "PlanePass" flight revenue collection

Sebastian,

This looks like it is primary outside of ITT's jurisdiction. Regardless, I approve of this amendment moving forward.

Larry

Lawrence Worstell
ISD Manager, Information Technology & Telecommunications
Mouton Hall, Midtown
Phone 505-955-5580
lfworstell@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

From: GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov>
Sent: Wednesday, June 3, 2026 11:14 AM
To: ITT E-Review <ereview@santafenm.gov>; WORSTELL, LARRY F <lfworstell@santafenm.gov>; DOBBS, GALEN L. <gldobbs@santafenm.gov>; LATOE, TENZIN T. <ttlatoe@santafenm.gov>
Cc: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>; ORTIZ, PAULETTE K. <pkortiz@santafenm.gov>; GUNN, JIMMY D. <jdgunn@santafenm.gov>
Subject: Request for ITT Determination for "PlanePass" flight revenue collection
Importance: High

Good afternoon, I would like to request a ITT Determination,
This contract will expire on 6/30/26 and is a extremely significant Amendment, can you please review the SOW and make a determination.

Contractor shall:
Provide the *PLANEPASS®* billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
    - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS®* service.
    - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor's fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. ***PLANEPASS®* Billing & Collection Service:** Utilize *PLANEPASS®* service to provide billing services once an aircraft is identified.

    1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
    1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City's existing billing rate and policies. Provide electronic access to Contractor's Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
    1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
    1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
    1.5. Maintain *PLANEPASS®* automated billing services including: billing, customer support, collection of fees, and reporting.
    1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
    1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
    1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10th business day.
    1.9. Provide ongoing client and user support.

Thank you,
Sebastian Gallegos
Project Manager 1

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

OpenGov

+ Create

Back to All Requests

Amendment 1 for Vector Contract

2026-858-Request

Status: **Closed**

Amount: **$0.01**

Last Action: **Final Approval Received**

Actions

Fully Approved

Approved On
6/23/2026

The Purchasing Memo for After-the-Fact POs (ATF POs)

Name of Request
Amendment 1 for Vector Contract

Created On
06/04/2026

Summary of Request
A contract between Vector Airport Systems LLC, and the City of Santa Fe was approved by Governing body on November 8, 2023. The first renewal was exercised and approved by Governing Body on June 11, 2025. Vector's PLANEPASS Billing and Collections service has been automatically tracking aircraft landing and parking, billing for the fees set by the City under SFCC 1978, Section 3-5, and collecting payments on behalf of the Airport.

No Background or Category Codes

Requestor
SG Sebastian Gallegos

Approval Group
Airport

Creator
SG Sebastian Gallegos

Fiscal Year
FY27

Purchase Details

Total Budget Amount
$0.01

Supporting Information

Amount Requested
$0.00

Vendor Name
Vector

Munis Vendor Number:
10084

CPO Violation Determination

CPO / Finance Director - Notes / Instructions:

Future Corrected Actions:
Next time we will focus on tracking and ensuring contract amendments are active and renewed accordingly.

Contract Number
23-0689

Fund Name/Number:
Airport Revenue

Munis Org Name/Number:
Airport Revenue

Munis Object Name/Number:
Airport Revenue

Procurement Method:
The existing contract originally procured through NMSA 1978, Section 13-1-126, Sole Source, 23-0689 expires on June 30. 2025.

Please affrim that the following items are attached to this request, the list may include one or more of the following.
☑

Requisition Preparation - How to Save This Form
☑

Additional Information

Are any of the following true? *

Capital Asset or Project Purchase	○ Yes	◉ No
Construction, Furniture, and/or Fixtures Purchase	○ Yes	◉ No
Externally Funded Purchase	○ Yes	◉ No
IT Components Purchase	○ Yes	◉ No
Treasury/Point of Sale Components Purchase	◉ Yes	○ No
Vehicle Purchase	○ Yes	◉ No

Attachments

Uploaded Documents

Memo to GB, SAF, Vector PlanePass, signed, UL.pdf

Workflow

✔ Request Submitted

Created By

SG Sebastian Gallegos

Submitted by Sebastian Gallegos on 6/4/26 at 10:56am

✔ Treasury/Point of Sale Components Purchase

Approved

Treasury Review Group

DT David Tapia

Alternate Approvers

DA Diane Aragon

CR Clarence Romero

Approved by Diane Aragon on 6/22/26 at 2:23pm

✔ Purchasing Approval

Approved

0 of 1 Approvals Needed

Travis Dutton-Leyda
Chief Procurement Officer (CPO)

JL JoAnn D. Lovato Montaño
Procurement Manager

Approved by JoAnn D. Lovato Montaño on 6/22/26 at 2:56pm

✔ City Manager

Approved

Interim City Manager

BM Brian Moya

Approved by Brian Moya on 6/23/26 at 8:00am

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2026

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

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

PRODUCER	CONTACT NAME: Francesca Signori	
The Risk Management Group, Inc 8950 SW 74 Ct Suite 2101 Miami FL 33156	PHONE (A/C, No, Ext): (786) 581-5550	FAX (A/C, No): (786) 551-0156
	E-MAIL ADDRESS: aviationcoi@trmg.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford Steam Boiler/IronPeak	30104
INSURER B : Houston Specialty Ins. Co.	19638
INSURER C : Federal Insurance Co. (Chubb)	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vector Airport Systems, LLC
280 Sunset Park Dr.
Herndon VA 20170

COVERAGES **CERTIFICATE NUMBER:** CL2661147208 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		21 SBA BG0X4E	06/17/2026	06/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Practices Liability	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			21 SBA BG0X4E	06/17/2026	06/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			21 SBA BG0X4E	06/17/2026	06/17/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	21 WBC BG4G6P	06/17/2026	06/17/2027	☒ 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			H25TG34921-02	06/17/2026	06/17/2027	Each claim Aggregate Cyber	$4,000,000 $4,000,000 $4,000,000

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

Insurer C: D&O/Crime policy #J06380141 effective 11/10/26- 11/10/27 Provides Employee Theft Coverage with a Limit of Liability of $500,000 with a $10,000 retention and Client Covereage with a Limit of Liability of $500,000 with a 10,000 retention.

City of Santa Fe is included as Additional Insured with regards to the General Liability coverage where required by written contract. A Blanket Waiver of Subrogation applies in favor of the additional insured with regards to the Workers Compensation coverage.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Frank Acosta

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, 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:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, 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:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WBC BG4G6P **Endorsement Number:**
Effective Date: 06/17/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: VECTOR AIRPORT SYSTEMS, LLC
280 SUNSET PARK DR
HERNDON VA 20170

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Memo_to_GB,_SAF,_Vector_PlanePass,_signed,_UL (2)

Final Audit Report 2026-07-02

Created:	2026-06-25
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkKAOeas6iHMrQ4ani13sE1cffi5NCLm_
Documents:	Memo_to_GB,_SAF,_Vector_PlanePass,_signed,_UL (2).pdf (50 pages)
Number of Documents:	1
Document page count:	50
Number of supporting files:	0
Supporting files page count:	0

"Memo_to_GB,_SAF,_Vector_PlanePass,_signed,_UL (2)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-25 - 6:57:48 PM GMT- IP address: 63.232.20.2

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2026-06-29 - 4:31:26 PM GMT

Email viewed by David Tapia (dctapia@santafenm.gov)
2026-06-29 - 4:33:35 PM GMT- IP address: 63.232.20.2

Document e-signed by David Tapia (dctapia@santafenm.gov)
Signature Date: 2026-06-29 - 5:41:28 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-29 - 5:42:08 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-29 - 10:20:07 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-07-01 - 3:36:31 PM GMT - Time Source: server- IP address: 153.66.23.25 - Signature Appearance Selected: IMAGE

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2026-07-01 - 3:37:16 PM GMT

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-07-02 - 2:52:43 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Agreement completed.
2026-07-02 - 2:52:43 PM GMT

Date: July 1, 2026

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

From: Janice Biletnikoff, Long-Range Strategic Planner JB

Via: Heather Lamboy, Land Use Director

RE: Technical amendment clarifying park impact fee exemptions

---

EXECUTIVE SUMMARY:

The proposed amendment to SFCC 1987, Section 14-7.9(E) clarifies an exemption to park impact fees. Specifically, construction permits for new residential units that are part of a master plan, development plan, or subdivision plat where land is dedicated to the city for park purposes may be exempt from park impact fees but would not be exempt from impact fees for roads, police, and fire.

BACKGROUND:

On January 1, 2026, a revised version of Chapter 14 of the SFCC 1987 (also known as the "Land Development Code") came into effect (see Ordinance No. 2025-25), replacing the previous version of Chapter 14. In the adopted text, a portion of the language in Section 14-7.9(E) was omitted as part of the effort to streamline the Land Development Code; however, this potentially changed the interpretation of the requirements of this section, resulting in possible confusion when applying the Code. The proposed bill resolves this confusion by creating a clearly identified rule specific to "pak impact fees", clarifying that the exemption is limited to park impact fees and does not apply to road, fire or police impact fees.

ATTACHMENTS:

Bill No. 2026-14
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-14

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Patricia Feghali

A BILL

AMENDING SECTION 14-7.9, SFCC 1987, TO CLARIFY A PARK IMPACT FEE EXEMPTION AS IT RELATES TO CERTAIN CONSTRUCTION PERMITS.

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

Section 1. Section 14-7.9 of SFCC 1987, Subsections A-D and F-L (being Ord. No. 2025-25, as amended) are omitted for readability. Section 14-7.9(E) of SFCC 1987 is amended to read:

14-7.9 – Impact Fees.

E. Exemptions, Waivers, and Reimbursements

I. The following are exempt from the provisions of this section:

a. Alterations of, or additions to, existing residential uses where no additional dwelling units are created;

b. Replacement of a destroyed, partially destroyed, or moved residential building or structure with a new building or structure of the same use and the same size and the same number of dwelling units;

c. Replacement of destroyed, partially destroyed or moved nonresidential

underscored material = new [bracketed material] = delete

building or structure with a new building or structure of the same gross floor area and use;

d. [~~Construction permits for new residential units that are part of a master plan, development plan or subdivision plat where land is dedicated to the City to provide park land, as provided in Section 14-6.3, Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities;~~]

[~~e~~] Parking garages, parking canopies, or parking lots;

[~~f~~]e. Construction permits for uses specified in Section 14-4.5(A)(11) located within the Airport Road Overlay District;

[~~g~~]f. Construction permits for qualifying projects within the Midtown LINC overlay district as defined in Section 14-4.5(C)(4); and

[~~h~~]g. Santa Fe Homes Program projects receiving enhanced affordability incentives as described in Section 14-7.2(F).

II. *Park impact fee exemption.* Construction permits for new residential units that are part of a master plan, development plan or subdivision plat where land is dedicated to the City to provide park land may be exempt from park impact fees, as provided in Section 14-6.3, Dedication and Development of Park Land, Open Space, Trails, and Recreation Facilities.

III. New Construction projects that request an exemption from the terms of this section shall claim that exemption at the time of application for a construction permit, and the Planning and Land Use Director shall determine the validity of a claim for exemption pursuant to the criteria set forth in this subsection.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jul 1, 2026 13:59:56 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill No. 2026- /Technical Amendment Park Impact Fees

FIR No. 10765.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Technical Amendment – Park Impact Fee Exemption

Sponsor(s): Councilor Jamie Cassutt and Councilor Patricia Feghali

Reviewing Department(s): Land Use Department, City Attorney's Office

Staff Completing FIR: Janice Biletnikoff, Long-Range Strategic Planner

Date: 6/24/2026 **Phone:** 505-699-4217

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jul 1, 2026 13:59:56 MDT) **Date:** 07/01/2026

Reviewed by Finance Director: **Date:** 07/01/2026

Summary:
The proposed amendment to SFCC 1987, Section 14-7.9(E) clarifies the applicability of an exemption to park impact fees. Specifically, construction permits for new residential units that are part of a master plan, development plan, or subdivision plat where land is dedicated to the city to provide park land may be exempt from park impact fees, but are not exempt from impact fees for roads, police and fire.

Departments Affected:
Planning and Land Use Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the potential exists for confusion in the application and calculation of impact fees, including but not limited to park impact fees. If the recently-adopted language is not clarified, the City could lose revenue from impact fees on large development projects wherein the developer claims they are exempt from all impact fees in Section 14-7.9, due to the dedication of park land as part of their project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Related to Ordinance No. 2025-25, which adopted the comprehensive rewrite of Chapter 14 of SFCC 1987.

Performance and Administrative Implications:
None at this time.

Fiscal Implications:
See "Consequences of Not Enacting Legislation" above. Even as there is no fiscal impact related to the adoption of the proposed bill itself, it is important to note the potential loss of revenue, should a lack of clarity for collecting park impact fees continue.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: 

Email: hllamboy@santafenm.gov

Signature: 

Email: jibiletnikoff@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 30, 2026

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

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez

Via: Brian Moya, City Manager BM
Andrea Phillips, Deputy City Manager
Sam Burnett, Public Works Director JOHN BURNETT

RE: Adopting 2026 Update to Santa Fe Trails Title VI Program

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails 2026 Update to the Title VI Program and direct its submission to the Federal Transit Administration ("FTA").

BACKGROUND:

The City of Santa Fe's ("City's") public bus system, Santa Fe Trails, provides a city-wide network of public transportation. As a recipient of FTA funding, Santa Fe Trails is required to maintain a Title VI Program in compliance with the Civil Rights Act of 1964 and FTA Circular 4702.1B. The program ensures that no person is excluded from participation, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in the provision of transit services and programs.

The Title VI Program includes nondiscrimination policies, complaint procedures, public participation efforts, and language assistance measures to ensure equitable access to transportation services for all members of the community. FTA regulations require the Title VI Program to be updated every three years and submitted to the FTA for review and approval as a condition of continued federal funding eligibility.

ATTACHMENTS:

Resolution
Fiscal Impact Report

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature: ANDREA PHILLIPS (Jul 2, 2026 10:50:44 MDT)

Email: akphillips@santafenm.gov

Signature: JOHN BURNETT (Jul 2, 2026 10:51:40 MDT)

Email: jsburnett@santafenm.gov

Signature: Gabrielle Chavez (Jul 2, 2026 10:52:49 MDT)

Email: gnchavez@santafenm.gov

Adopting 2026 Update to Santa Fe Trails Title VI Program (Memo) (1)

Final Audit Report 2026-07-02

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Agreement completed.

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Paul Bustamante

Councilor Patricia Feghali

A RESOLUTION

APPROVING THE UPDATED SANTA FE TRAILS TITLE IV PROGRAM AND DIRECTING THE CITY MANAGER TO AUTHORIZE ITS SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, Santa Fe Trails is the City of Santa Fe's ("City's") public bus system that provides a city-wide network of public transportation.; and

WHEREAS, Santa Fe Trails is a recipient of the Federal Transit Administrations ("FTA") Urbanized Area Formal Grant funds; and

WHEREAS, as a recipient of FTA funding, Santa Fe Trails is required to maintain a Title VI Program in compliance with the United States City Rights Act of 1964 and FTA Circular 4702.1B; and

WHEREAS, Title VI of the Civil Rights Act of 1964 provides that no person shall, 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; and

WHEREAS, Santa Fe Trail's Title VI Program, attached as Exhibit A, ensures that no

person is excluded from participation, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in the provision of transit services and programs; and

WHEREAS, the Title VI Program includes nondiscrimination policies, complaint procedures, public participation efforts, and language assistance measures to ensure equitable access to transportation services for all members of the community; and

WHEREAS, FTA regulations require the Title VI Program to be updated every three years and submitted to the FTA for review and approval as a condition of continued Federal funding eligibility; and

WHEREAS, the Public Works Department, Transit Division, prepared the Santa Fe Trails 2026 Update to the Title VI Program; and

WHEREAS, it is an FTA grant requirement that the updated Fiscal Year 2026 Title VI Program be formally accepted by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the updated Santa Fe Trails Title VI Program, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body directs the City Manager to authorize staff to submit the updated Fiscal Year 2026 Santa Fe Trails Title VI Program to the FTA.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jul 1, 2026 14:34:21 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Santa Fe Trails Title VI Program Update

EXHIBIT A

SANTA FE TRAILS

Title VI Program

June 1, 2026

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Overview of the Transit System

This Title VI Program for Santa Fe Trails (SFT) was prepared in compliance with FTA's Title VI Circular 4702. IB.

Santa Fe Trails (SFT) provides transit service seven days per week through a network of fixed-route services, on-demand transit zones, Santa Fe Pick-Up shuttle service, and complementary paratransit service. Fixed-route service operates on five primary routes utilizing 13 large buses and 3 shuttles in daily peak service. The agency maintains a total fixed-route fleet of 28 vehicles, consisting of 24 large buses and 4 shuttles. In addition, SFT operates five on-demand service areas that provide flexible transportation options throughout the community. Complementary paratransit service is also provided utilizing a fleet of 17 electric paratransit vans. The Santa Fe Pick-up Shuttle provides circulator service throughout Downtown Santa Fe and Canyon Road. All transit services and facilities are located within the City of Santa Fe, which has an estimated population of approximately 92,000 residents.

.

SFT has no subrecipients.

Governance

The City of Santa Fe is governed by an elected Mayor and City Council. The Transit Advisory Board (TAB) is a citizens committee appointed by the Mayor that informs and makes recommendations to the City Council on the policies, procedures and development of the City's public transportation system. While active membership varies and there are often vacancies, current membership includes:

Transit Advisory Board				
Male	Female	Caucasian	Hispanic/ Latino	Other
6	4	6	3	1

To encourage representative participation on the Transit Advisory Board, SFT maintains active participation with organizations such as the Santa Fe Chamber of Commerce, Chain Breaker Collective, the Kiwanis Club, Homewise, and various not-for-profit organizations around the city.

Appendix A of this document includes the resolution signed by the Mayor related to development and implementation of this Title VI Program.

Public Notice

The following statement is posted at the SFT office, on the Santa Fe Trails website (https://santafenm.gov/public-works/transit/nondiscrimination), and on public transit vehicles in English and Spanish.

> ***Notifying the Public of Rights Under Title VI***
>
> Santa Fe Trails operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Santa Fe Trails.
>
> For more information on Santa Fe Trails' Title VI obligations and the procedures to file a complaint, contact 505-955-2001, email santafetrails@santafenm.gov; or visit our administrative office at 2931 Rufina St; Santa Fe, NM 87507.
>
> A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
>
> If information is needed in another language, contact 505-955-2001.

Title VI Complaint Procedures

These procedures cover complaints filed under Title VI of the Civil Rights Act of 1964. These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and Santa Fe Trails may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The procedures and form are located in Appendix B of this document. The procedures and form are provided to the public, including on SFT website at https://santafenm.gov/public-works/transit/nondiscrimination, in English and Spanish.

Title VI Complaints Received

SFT will prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and
- Complaints naming the recipient.

This list shall include the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to FTA every three years.

Over the past three years, SFT has not received any allegations of discrimination based on race, color, or national origins. No active investigations have been conducted by FTA or other entities, and no lawsuits and/or complaints naming SFT have been filed concerning Title VI rights.

Public Participation Plan

SFT's Public Participation Plan (PPP) describes how the agency communicates and distributes information to the public, as well as how the public can interact and provide comments to Santa Fe Trails. The needs of those traditionally underserved by the existing system are sought and considered by the transit system.

Through its public involvement efforts, the Santa Fe Trails will strive to achieve the following goals:

- Avoid, minimize, or mitigate disproportionately high and adverse impacts on our communities.
- Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by all populations.

Title VI states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. SFT will ensure that the input and feedback from all people will be considered in the development of Santa Fe Trails planning documents and activities.

These goals should be considered throughout all public engagement efforts, from project planning through construction and operation. This includes public outreach conducted during transportation planning and during the environmental reviews required by the National Environmental Policy Act (NEPA).

To encourage all voices to participate in developing Santa Fe Trail policies, actions are taken to reduce the barriers for participation in the decision-making process. These actions can include those noted below:

1. When possible, public meetings will be held in locations that are convenient to all communities, including low and moderate-income neighborhoods, and accessible to persons with disabilities.

Such locations include community centers, senior centers and schools. Where possible, the staff of Santa Fe Trails will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.

2. Upon request, Santa Fe Trails work products and documents can be made available in alternative, accessible formats and languages other than English.
   Public documents, including the agenda and minutes, can be provided, if requested, in various accessible formats. Please contact the Public Works Administrative Assistant if a summary or other type of accessible format is needed.
3. Agencies and organizations that represent low income, minority, and disabled populations are included in Santa Fe Trails' outreach and Santa Fe staff participates in activities of these agencies. This can include organizations such as the Service Core of Retired Executives (SCORE), Santa Fe's Office of Economic Development, Santa Fe Indigenous Center, and the Santa Fe Chamber of Commerce.
4. SFT will evaluate Title VI requirements on a periodic basis to ensure effectiveness of public involvement.
5. The Transit Advisory Board (TAB) is made of citizens reflecting the diversity of our community including a range of races, ages, and sex. The TAB includes frequent Santa Fe Trail riders and actively supports and advocates for the needs of all populations.
6. SFT works with various not-for-profits to provide free or reduced fare passes to disadvantaged members of the community for transportation to medical appointments, shopping, and other essential goods and services. In June 2025, SFT also created a portal enrollment program to assist outreach service coordination and trip enrollment efforts for Consuelo's Place (MTC) and the Arroyo Chamiso Micro Community.
7. From 2023-2025, SFT participated in multiple annual city events focusing on community outreach and participation, including the annual Chamber of Commerce Legislative Banquet, Transportation Day at the Roundhouse, National Night Out, Bike to Work week events, and various other city events providing public transportation, transit resources to the community and opportunities to engage with the public.

Systemwide Service Standards and Policies

Service Standards and Policies have been developed to assure that frequency of service, age and quality of vehicles assigned to routes, quality of stations and location of routes are not determined on the basis of race, color, or national origin. No person will be excluded from participation or denied benefits of the service based on race, color or national origin.

Service Standards

Vehicle Load

Vehicle loads will be determined by the seating capacity of specific vehicles: All vehicles are equipped with standee bars/rails.

Average Vehicle Load Standards: Passenger Capacities				
Vehicle Type	Seated	Standing	Total	Maximum Load Factor
35ft Bus	30	15	45	1.3
30ft Bus	25	15	40	1.3

Vans	23	8	31	1.3
Cutaways	14	6	20	1.0

Headway (the amount of time between two vehicles traveling in the same direction, vary depending on the service provided and the day of week. Headway standards for current services include:

Headways (May very based on Peak Times/Early Morning/Late Night)			
Santa Fe Trails	Weekday	Saturday	Sunday
Route 1	45	60	60
Route 2	20	20	20
Route 4	45	60	60
Route 5	On-Demand Service	On- Demand Service	On- Demand Service
Route 6	On-Demand Service	On- Demand Service	On-Demand Service
Route M	On-Demand Service	On- Demand Service	On- Demand Service
Route 21	On-Demand Service	On-Demand Service	On-Demand Service
Route 22	On-Demand Service	On-Demand Service	On-Demand Service
Route 24	55	55	55
Route 26	55	55	55
Historic Shuttle	15	15	15
Museum Shuttle			
Canyon Road Shuttle	15	15	15

On Time Performance

On-time performance is based on monitoring the daily operations of Santa Fe Trails' route, Commuter, and Shuttle services based on published standards. Our target is 95% of all transit vehicles will complete the established runs no more than 5 minutes early or late.

A vehicle is considered on time if it departs a scheduled time point within 3 minutes of the published time. Our target for on-time performance is 90% or greater.

Performance is monitored by Dispatch as well as OPS tracking installed on each vehicle. We also encourage all riders to comment on all aspects of service including on-time performance.

Service Availability Standards

The Santa Fe Trails has designed three levels of service to ensure availability to a maximum number of riders.

- Routes: Operates in five neighborhoods providing access to residents within a ¼ mile walk to the nearest bus stop. Service is more frequent during peak hours on the weekday, with less frequent service on Saturday and Sunday

- Commuter Routes: Operates to service college/business parks with maximum service during peak hours. Two routes operate on On-Demand Services to two educational centers.

- Shuttle: Operated in the heavily traveled shopping, art, and museum districts frequented by many tourists and visitors. In addition to providing easy on/Off service, the shuttle provides significant relief from traffic/parking congestion.

Service Policies

Distribution of Transit Amenities

- Bus stop signs are located along the route.
- Information is available on the city's Transit website and printed information can be picked up at SFT's administrative office or mailed. Also posted on each vehicle are route maps and visitor information. PassioGo application technology is available to passengers to download as well as Google Transit to provide current information.
- Waste receptacles are placed throughout the City.
- Santa Fe Trails has purchased and distributed illuminated bus stop lighting throughout the transit system to improve passenger safety, visibility, accessibility, and nighttime wayfinding at bus stops and transit boarding locations.

Vehicle Assignment

- The average age of vehicles is 8 (eight) years. Vehicles are assigned based on capacity required (i.e. for route service, larger vehicles on weekdays, and smaller vehicles on weekends). Vehicles are rotated between routes to assure equitable access to newer vehicles. All vehicles have similar technology such as video capacity and GPS locators.

Limited English Proficiency Plan

I. INTRODUCTION

This Limited English Proficiency (LEP) Plan, for the Santa Fe Trails/dba Santa Fe Trails has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall "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."

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the New Mexico Department of Transportation (NMDOT), this Limited English Proficiency (LEP) Plan for the Santa Fe Trails has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

II. POLICY

It is the policy of the Santa Fe Trails to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. The Santa Fe Trails will, to the maximum extent feasible, in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided.

III. Four-Factor Analysis

The Four-Factor Analysis requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have with LEP persons in providing transit services. Each of these elements is addressed below.

Factor 1. Number and Percentage of LEP Persons in Our Area

City of Santa Fe, New Mexico LEP Charts
Geography: place 16000US3570500.

Readable source: https://data.census.gov/table/ACSDT5Y2024.C16001?q=C16001&g=160XX00US3570500

Number or Proportion of LEP Individuals

Subject	Total	Speaks English Very Well	Speaks English Less Than Very Well
Population 5 Years or Over	85,853	90.4%	9.6%
Total Speaks a Language other than English	33.2%	71.1%	28.9%
Spanish	28.1%	68.7%	31.3%
Other Indo-European	2.6%	92.6%	7.4%
Asian and Pacific Island	1.5%	73.3%	26.7%
All Other/Unspecified	1.0%	82.6%	17.4%

Interpretation: The first row is a count and overall LEP/non-LEP percentage. The remaining Total entries are percentages of the population age 5 and over; the English-speaking columns are percentages within each row group.

Supporting counts

Language group	Approx. speakers age 5+	Approx. LEP count	LEP share within that language group
Spanish	24,155	7,563	31.3%
Other Indo-European	2,192	163	7.4%
Asian and Pacific Island	1,274	340	26.7%
All Other/Unspecified	849	148	17.4%
All non-English language speakers	**28,470**	**8,214**	**28.9%**

Safe Harbor screening

Language group	Total speaking group	LEP count	LEP % of population 5+	LEP % within group	Safe Harbor?	Source variables
Spanish	24,155	7,563	8.8%	31.3%	Yes	C16001_003E/004E/005E
Other Indo-European	2,192	163	0.2%	7.4%	No	C16001_006E-017E
Asian and Pacific Island	1,274	340	0.4%	26.7%	No	C16001_018E-032E
All Other/Unspecified	849	148	0.2%	17.4%	No	C16001_033E-038E

Spanish is the only screened language group in the City table that exceeds the written-translation Safe Harbor threshold, with 7,563 Spanish-speaking LEP persons, or 8.8% of the population age 5 and over.

Factors 2 & 3. Nature, Frequency and Importance of LEP Contact

1. Nature of Contact

The Transportation Manager will provide Dispatch/Driver Supervisors with specific direction to monitor and record in daily dispatch record the frequency of contacts with LEP persons. Information will be reviewed quarterly. The Transit Division Director will monitor and ensure that Title VI provisions and LEP persons are not denied or delayed in the provision of any service or benefit from the transportation planning process or the implementation of federally funded projects.

The Santa Fe Trails provides service throughout the community. Mobility limited persons are accommodated in compliance with the Americans with Disabilities Act. Contacts with all riders, including LEP persons, include:

- All contact information is available in Spanish
- Printed brochures/schedules are available in Spanish when requested.
- Phone numbers to contact for additional information are prominently displayed on both the printed schedule and each bus.

2. Frequency of Contact

Based on driver feedback and information into our call center, there are minimal requests for additional alternate language information beyond English and Spanish.

3. Importance of Contact

In rating the importance of current contacts or potential contacts with LEP individuals, Santa Fe Trails takes the position that all riders are important and, while there are minimal requests for alternate languages, this service can be provided. For many of our passengers, transit is the primary transportation mode for work, shopping, and medical appointments, therefore the service we provide is understood to be important to our community.

Factor 4. Resources Available for LEP Outreach

The Santa Fe Trails allocates the necessary resources for LEP outreach. At this time, that includes funding for translation service and website enhancement. There is a significant number of bilingual staff speaking both English and Spanish when oral translation is needed.

IV. LANGUAGE ASSISTANCE PLAN

The Santa Fe Trails will comply with the "safe harbor" concept as it applies to the translation written of documents when certain thresholds are exceeded. Oral interpretation is also available. Safe Harbor guidelines include providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

Current vital documents available in Spanish include the Santa Fe Trails website which is programmed to translate into Spanish, rider information (programmed into the website), and Title VI/ADA complaint process and form, and the Title VI notice.

A. How Will You Identify LEP Persons Who Need Language Assistance?

- Driver Team will be front line for identifying needs
- Dispatch/Driver Supervisors will monitor and record requests for LEP
- Language alternatives will be coordinated with Santa Fe MPO; New Mexico Road Runner Express will be advised of access to alternate languages if needed.
- City Council will be advised of plan.

B. How Will You Identify Language Assistance Measures?

- Actively review additional options for providing service.
- Monitor number of requests for alternate language materials based on requests recorded by Dispatch/Driver Supervisors.

C. How Will Your Staff Be Trained?

- Driver Team training will include Customer Service Standards with a module on assisting Limited English Proficiency riders.
- All Dispatch/Information staff will have availability to a bilingual staff person.

D. What Will Be Your Outreach Efforts?

- All requests for information will be provided in alternate languages.
- Drivers will be asked to provide input into additional opportunities to reach non-English speakers.
- We will continue to maintain and support contact with organizations supporting minority communities such as SCORE Mentors, Santa Fe Small Business Center, and the Santa Fe Hispanic Chamber.

E. What Is Your Monitoring and Updating Plan?

- Request routine feedback from Driver Team contractor concerning any increased demand/incidents of needing information.

F. How Will You Disseminate Your LEP Plan?

- Copies will be provided to Driver Team Supervisors.
- Copies will be provided and reviewed by the TAB.
- All Administrative Staff will be provided with a copy.

Siting of Fixed Facilities

SFT has not sited any new facilities in the past three years and does not have plans to do so in the upcoming three years.

Appendix A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-55

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S TITLE VI TRANSIT PROGRAM AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the City of Santa Fe ("City") is required to submit a Title VI Program to the Federal Transit Administration ("FTA") once every three years; and

WHEREAS, the Reporting Requirements included in the Title VI Requirements and Guidelines includes a requirements that a recipient's governing body approve the Title VI Program prior to submittal by the recipient to the FTA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City's Title VI Transit Program, attached as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is directed to submit the Title VI Program to the Federal Transit Authority.

PASSED, APPROVED, and ADOPTED this 13th day of October, 2021.

10351.1 1

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-55 Title VI Transit Program Adoption

Appendix B

Title VI complaint procedure and form.

City of Santa Fe-Santa Fe Trails
Title VI/ADA Complaint Procedures

Santa Fe Trails is committed to a policy of nondiscrimination in the provision of public transportation service. If you believe that you have been subjected to discrimination due to your race, color, national origin, or disability, or have a complaint about the accessibility of our service, you can file a complaint. Please provide all facts and circumstances surrounding your issue or complaint so we can fully investigate the incident.

How do you file a complaint?

You can call the Transit Director of Administration at (505) 955-2001 or use the accompanying form.

You may file a signed, dated and written complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number.
- How, why, and when you believe you were discriminated against. Include as much specific, detailed information as possible about the alleged acts of discrimination and any other relevant information.
- The names of any persons, if known, whom we could contact for clarity of your allegations.

Please mail, email, or return your completed form to:

Transit Director of Administration
2931 Rufina Street
Santa Fe, NM 87507
santafetrails@santafenm.gov

Do you need complaint assistance?

If you are unable to complete a written complaint due to a disability or if information is needed in another language we can assist you. Please contact us at (505) 955-2001.

How will your complaint be handled?

Once a completed complaint is received, we will determine if we have jurisdiction. The complainant will receive a letter acknowledging receipt of the complaint and whether we have jurisdiction to investigate the complaint.

Santa Fe Trails will generally complete an investigation within 90 days from receipt of a complaint. If more information is needed to resolve the case, we may contact you. Unless we specify a longer period, you will have ten (10) days from the date of the request to send the

requested information. If the requested information is not received, we may administratively close the case. A case may also be administratively closed if you no longer wish to pursue it.

After the investigation is complete, Santa Fe Trails will send you a letter summarizing the results of the investigation, stating the findings, and advising of any corrective action to be taken as a result of the investigation. If you disagree with our determination, you may request reconsideration by submitting a request in writing to us within seven (7) days after the date of the letter, stating with specificity the basis for the reconsideration. We will notify you of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, we will issue a determination letter to the complainant upon completion of the reconsideration review. Complaint records are retained permanently.

Do I have other options for filing a complaint?

We encourage that you file the complaint with us. However, you may file a complaint with the Federal Transit Administration:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590
1-202-366-4043
www.transit.dot.us

How do I obtain more information?

If you need more information on our nondiscrimination obligations or complaint procedure, please contact us at (505) 955-2001.

City of Santa Fe-Santa Fe Trails
TITLE VI/ADA COMPLAINT FORM

If you believe that you have been subjected to discrimination due to your race, color, national origin, or disability, or have a complaint about the accessibility of our transportation service, you can use this form to file a complaint. Please provide all facts and circumstances surrounding your issue or complaint so we can fully investigate the incident.

Please mail, email or return this form to:

Transit Director of Administration
2931 Rufina Street
Santa Fe, NM 87507
santafetrails@santafenm.gov

1. Complainant's name:
Address:
City: State: Zip Code:
Daytime telephone: ( )
E-mail address:
Do you prefer to be contacted via e-mail? ☐ Yes ☐ No
2. Are you filing this complaint on your own behalf? ☐ Yes If YES, please go to question 6. ☐ No If NO, please go to question 3.
3. Please provide your name and address. Name of person filing complaint:
Address:
City: State: Zip Code:
Daytime telephone: ( )
E-mail address:
Do you prefer to be contacted via e-mail? ☐ Yes ☐ No
4. What is your relationship to the person for whom you are filing the complaint?
5. Please confirm that you have obtained the permission of the aggrieved party to file a complaint on their behalf. ☐ Yes, I have permission. ☐ No, I do not have permission
6. I believe that the discrimination I experienced was based on (check all that apply). ☐ Race ☐ Color ☐ National Origin ☐ Disability ☐ Accessibility Issue ☐ Other
7. Date of alleged discrimination (Month, Day, Year):

8. Where did the alleged discrimination take place?
9. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). *Use the back of this form or separate pages if additional space is required.*
10. Please list any and all witnesses' names and phone numbers/contact information. *Use the back of this form or separate pages if additional space is required.*
11. What type of corrective action would you like to see taken?
12. Have you filed a complaint with any other federal, state, or local agency, or with any federal or state court? ☐ Yes If yes, check all that apply. ☐ No ☐ Federal agency (list agency's name) ☐ Federal court (provide location) ☐ State court ☐ State agency (specify agency) ☐ County court (specify court and county) ☐ Local agency (specify agency)

13. Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:	Title:	
Agency:	Telephone: ( )	
Address		
City:	State:	Zip Code:

You may attach any written materials or other information that you think is relevant to your complaint.

Name and date is required:

_____ _____

Name/Signature Date

If you completed Questions 3, 4 and 5, your signature and date is required

_____ _____

Name/Signature Date

FIR No. 10690.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting the 2026 Update to Santa Fe Trails Title VI Program

Sponsor(s): Councilor Paul Bustamante and Councilor Patricia Feghali

Reviewing Department(s): Public Works Department-Transit Division

Staff Completing FIR: Gabrielle Chavez **Date:** 6/30/2026 **Phone:** (505) 469-3405

Reviewed by City Attorney: Marcos Martinez **Date:** 07/01/2026
Marcos Martinez (Jul 1, 2026 14:34:21 MDT)

Reviewed by Finance Director: **Date:** 07/01/2026

Summary:
The proposed resolution would approve the Santa Fe Trails 2026 Update to the Title VI Program and direct the City Manager to authorize its submission to the Federal Transit Administration ("FTA"). The Santa Fe Trails Title VI Program is a requirement of the United States Department of Transportation, for public transportation systems that receive federal funding under the FTA's Urbanized Area Formal Grant fund.

Departments Affected:
Public Works Department (Transit Division).

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's Transit Division could become ineligible to receive grant awards administered by the Federal Transit Administration (FTA) for reimbursement of Operating and Capital Funds for Public Transportation provided by the City of Santa Fe. Potential consequences could result in findings during audits or compliance reviews, delays in grant approvals, corrective action requirements and/or suspension or loss of federal funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Approval and submission of Santa Fe Trail's 2026 Updated Title VI Program will allow compliance and continuity to receive reimbursement from the FTA and will allow the Transit division to continue to operate safe and reliable public transportation service within the City's service area.

Fiscal Implications:
Noncompliance of transportation-related Title VI requirements could jeopardize authorization of Transit's FTA grant awards. Accepting Transit's Title VI program will ensure that the City remains compliant with Federal grant award requirements so that the City may qualify for FTA grant funding for public

transportation services. **Based on a 4-year average, the City of Santa Fe has collected $3,600,000 per year from the FTA for operation of Santa Fe Trails. If the past predicts the future, the City can expect a similar amount of funding from the FTA for the next four years.

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: jsburnett@santafenm.gov

Signature:

Email: gnchavez@santafenm.gov

CITY OF SANTA FE

Date: June 22, 2026

To: Mayor Michael Garcia

From: Romella Glorioso-Moss, BPAC Staff Liaison RG/M

Cc: Councilor Pat Feghali, BPAC Chair

RE: **Recommendation of Bicycle and Pedestrian Advisory Committee (BPAC) Chair, Councilor Pat Feghali, for Appointment of New Members**

ACTION:
Request That Mayor Michael Garcia Considers and Acts Upon Chair Pat Feghali's Recommendations for Appointments to Fill Vacancies for BPAC Council Districts 1 and 2 and the County of Santa Fe Representative Positions (Romella Glorioso-Moss, BPAC Staff Liaison, rsglorioso-moss@santafenm.gov).

BACKGROUND AND SUMMARY:
The Bicycle and Pedestrian Advisory Committee (BPAC) currently has vacancies for representatives from Council Districts 1, 2, and 3, and the County of Santa Fe.

To recruit qualified applicants, the City advertised these vacancies through the Communications Section of Community Engagement Division for approximately two months using available public outreach channels. Applications were received for the Council District 1 and 2, and County of Santa Fe positions. No applications were received for the Council District 3 vacancy. Staff will continue outreach efforts to solicit applications for the vacant Council District 3 position.

The BPAC Chair Councilor Pat Feghali reviewed all submitted applications and recommends the following individuals for appointment:

- **(1) Council District 1 Representative:** Chandler Moore
- **(2) Council District 2 Representatives:** Andrew Johns and Robin Garrison
- **(1) County of Santa Fe Representative:** Dexter Wayne

Pursuant to the City's appointment process, the Mayor may consider the BPAC Chair's recommendations and, if desired, appoint the recommended individuals for consideration and approval by the Governing Body.

Attached for your review are the letters of interest and resumes submitted by all applicants.

Attachments:
1) Letters of Interest – all applicants
2) Resumes – all applicants

To: Romella Glorioso-Moss
Bicycle and Pedestrian Advisory Committee (BPAC)

05/14/2026

From: Andy Johns
1333 Pacheco Street APT E
Santa Fe NM, 87505

Subject: Interest to join the Bicycle and Pedestrian Advisory Committee

My name is Andy Johns and I am writing this letter to express my interest in joining the Bicycle and Pedestrian Advisory Committee as a representative from council two. I have lived in Santa Fe for 2.5 years. In Santa Fe, I am an active member of the Urbanist Book Club, a walking commuter to work, and you might catch me walking my cute dog (S'mores) around town too. I often bike to the railyard and plaza for different events and bike as a form of exercise.

I received a Master of Public Health from Tulane University where I had a focus on physical activity and built environment epidemiology. I interned with the Physical Activity Policy Research and Evaluation Network as the Parks and Green Spaces Fellow. I also worked as an intern at FitLot Inc. collecting data and completing evaluation. I currently work as a public health epidemiologist for the State of New Mexico.

I am excited about the opportunity to serve on this committee and contribute to improving how people in Santa Fe move around and stay active in our community. I believe my background in data analysis and public health would bring a valuable perspective to the committee's work. Please see my attached resume. Thank you for your time and consideration.

Andy Johns

Andrew Johns

[redacted]

Work Experience

New Mexico Department of Health Santa Fe, NM

Alcohol Use Mortality Epidemiologist III May 2025- Present

- Conduct surveillance analysis on alcohol mortality around the State of New Mexico utilizing the Center for Disease and Control's Alcohol-Related Disease Impact tool.
- Present to a wide variety of stakeholders and partners to explain data and provide prevention strategies.
- Conduct analysis on alcohol outlet density utilizing QGIS to make out metrics including outlets per 10,000 persons, outlet per square mile, distance from outlet to outlet, and distance from person to closest outlet.

NM Violent Death Reporting System Epidemiologist II and Program Manager February 2024-May 2025

- Managed the NMVDRS program based on program specific goals and grant requirements with a budget of $255,000.
- Conducted thorough data analysis to efficiently respond to data requests from the Office of Injury and Violence Prevention team and key community stakeholders.
- Developed a multidisciplinary network of stakeholders to collaborate across sectors with Law Enforcement and the Office of the Medical Investigator to build strategic relationships and work towards the common goal of reducing violent deaths in New Mexico.
- Implemented a data dissemination plan leveraging new tools and systems of innovative technologies to achieve results including: data dashboard, fact sheets, epi reports, and infographics.
- Completed quality control procedures on abstracted data to ensure accuracy, completeness, consistency, and reliability.

PAPREN Parks and Green Space Work Group New Orleans, LA

Fellow September 2022-October 2023

- Coordinated and facilitated monthly meetings for a diverse workgroup of over 140 members, focusing on parks and green spaces, ensuring sessions were engaging and aligned with organizational goals related to public health and community impact.
- Cultivated and nurtured relationships with speakers, co-chairs, group members, and key stakeholders to establish and align both short-term and long-term goals, ensuring continued engagement and strategic development for the workgroup.

FitLot New Orleans, LA

Epidemiology Intern August 2022-January 2023

- Conducted an extensive literature review, analyzing over 20 studies on the impact of outdoor exercise equipment in parks, synthesizing findings, and compiling a comprehensive fact sheet with actionable recommendations on how the built environment influences physical activity levels within communities.
- Processed, cleaned, and merged neighborhood data from the Census and 500 Cities databases using SAS and ArcGIS Pro to identify optimal locations for new fitness parks, with a focus on addressing health disparities and racial inequalities in underserved communities.
- Designed a pre- and post-assessment survey using Google Forms to evaluate program effectiveness and participant satisfaction with outdoor fitness classes at FitLot Fitness Parks, once implemented the survey will gather valuable insights for program improvement.

Studio ME Fitness Minneapolis, MN

Head of Sales/Operations Manager/Personal Trainer/Fitness Coach May 2018–June 2021

- Led and directly supervised a team of six fitness coaches, assigning and overseeing daily responsibilities, conducting performance evaluations, addressing performance issues, and recommending disciplinary actions to maintain a high standard of service and professionalism within the gym environment.
- Developed and delivered training programs for personnel, ensuring team members were equipped with the skills and knowledge to optimize group fitness programming and effectively manage client relationships.
- Interviewed and recommended applicants, helping to build a qualified and motivated team.
- Identified and analyzed program challenges, evaluating the effectiveness of gym-wide initiatives like heart rate monitoring and fitness testing, generating alternative solutions, and making recommendations for continuous improvement.

Education

Master of Public Health in Epidemiology - *Tulane University: School of Public Health and Tropical Medicine*
Bachelor of Science in Exercise Science - *Iowa State University: College of Human Sciences*

Public Health Research Experience

Integrated Learning Experience January 2023-May 2023

The Impact of Park and Neighborhood Features on Park Usage and Physical Activity

- Synthesized the findings into a comprehensive literature review, categorizing the results into eight subcategories: individual features, condition, cleanliness, attractiveness, disorder, renovations and additions, park density, roads and traffic, neighborhood types, crime, and other factors.

- Effectively communicated complex research findings and recommendations through a well-structured and concise report, highlighting the importance of incorporating evidence-based design strategies to promote physical activity and maximize park utilization.

Intro to GIS for Public Health March 2023-January 2024

Closest Park Analysis and Park Feature Analysis of New Orleans

- Utilized QGIS to administer 26.5 million distance calculations, measuring the proximity of each parcel in New Orleans to every park in the area providing valuable insights into the accessibility of parks within the city.
- Applied advanced data analysis techniques to interpret the collected data and uncover key patterns and trends.
- Conducted statistical analysis, generated maps, and created tables to effectively communicate findings.

Implementation Science August 2022-December 2022

Implementing CBT + Physical Activity for Pregnant Migrant Women

- Collaborated with a team to research and identify suitable community partners for the implementation of the proposed project within target communities.
- Conducted comprehensive assessments to evaluate potential partners' alignment with project objectives and their capacity to support the intervention.
- Developed robust implementation strategies to ensure the acceptability, appropriateness, feasibility, fidelity, and sustainability of the project.
- Employed evidence-based frameworks to guide the selection and adaptation of intervention components, considering the unique needs and cultural context of pregnant migrant women.

Presentations

Office of the Medical Investigator

- **Johns, A.** NMVDRS data overview and discussion of unintentional firearm deaths. February 2025; Albuquerque NM

No More Violence End Gun Violence Conference

- **Johns A,** Spano R, Suzanne L, Ogunmayowa T. Public Health Model and current data trends happening in the Southwest Public Health Region. June 2024; Las Cruces NM.

National Violent Death Reporting System Reverse Site Visit

- **Johns A,** Ogunmayowa T. Demographic Disparities and Precipitating Circumstances of Homicides in New Mexico. May 2024; Atlanta GA.

American Heart Association Epi Lifestyle Conference

- **Johns A**, Evans I, Gustat J, Anderson C, Mullen A, Theall K. The Association Between Perceived and Objective Measures of Neighborhood Disorder. March 2022; Chicago IL.

Skills & Certifications

- SAS Programming
- STATA Programming

- SPSS Programming
- R Programming

- Power BI
- ARCGIS Pro
- QGIS
- Microsoft Office Suite

May 14, 2026

To whom it may concern,

I am a resident of Santa Fe and I would like to be considered for appointment to the Bicycle and Pedestrian Advocacy Committee (BPAC). I am an avid bicyclist and frequent pedestrian who utilizes the trails, streets and sidewalks in Santa Fe daily. I moved back to Santa Fe in June of last year when I was offered a position with the State of New Mexico as the Legislative Council Service's ADA Coordinator (Americans with Disabilities Act). My primary responsibility as ADA Coordinator is to ensure that individuals with disabilities have an equal opportunity to access our State Capitol and participate in the legislative process. My scope of work includes collaborating with staff to create, maintain, and update physical access and systems for effective communication as mandated by Title II of the ADA. I also provide training opportunities covering our obligations under this civil rights law and best practices for working with people who have a disability.

I believe that my passion for bicycling and walking combined with my expertise and experiences help me to be a powerful advocate for cyclists and pedestrians alike. This has also provided me with an opportunity to better understand the needs of the disability community and the intersection of daily life activities and the ADA. As a regular vulnerable road user (VRU) I am keenly aware of what is working well and what parts of our system may need restructuring, particularly where disabilities and alternative means of transportation come together.

I support the creation and maintenance of safe and fun spaces for engaging in an active lifestyle. I also support safe and fun alternatives to driving and understand that many people can benefit from having access to these options. It is exciting that the City of Santa Fe supports this through the work that BPAC does. I believe I would be an asset to this committee and would appreciate the opportunity to be a part of the work you do.

Thank you for your time and consideration. I look forward to hearing from you soon.

Sincerely,

[redacted]

Robin Garrison

[redacted]

Objective:
Seeking a professional level position as an ADA Coordinator to ensure that individuals with disabilities have access to inclusive programs, services, and activities through collaborative and effective communication with colleagues and the public sector.

Education Certifications and Trainings:

- BA in Sociology, minor in Communication / December 2016 / University of New Mexico / GPA 3.85
- AA in Early Childhood Education / May 2011 / Santa Fe Community College / GPA 3.91
- Certified ADA Coordinator
- Trained in vocational rehabilitation services
- Conflict management and mediation
- Professional communication and organizational behavior
- Emergency preparedness

Administrative:

- Management of client caseloads including intake, referral, case management and case closure using agency data base
- Operational knowledge of Microsoft Office Suite, Power Point, Zoom, Google Meet, Microsoft Teams
- Data compilation and entry, records analysis and management, report creation and submission
- In-person, virtual, and telephonic customer service

Advocacy:

- Provide trainings to enhance relations between city / county / state governments and individuals with disabilities.
- Strategic planning for individual and systemic cases to remediate legal rights violations
- Mediate and negotiate on behalf of clients.
- Advocate for individuals with varying disabilities in multiple settings.
- Research and study of the Americas with Disabilities Acet, the Fair Housing Act, and the Housing and Urban Development Act in order to inform both clients and private and government entities about the rights of individuals with disabilities.
- Assist clients with filing complaints with the EEOC, the Human Rights Bureau, the ADA and the Department of Justice.

Integration, Coordination and Leadership:

- Train Legislative staff and Legislators on Title II of the ADA.
- Assist the Southwest ADA with trainings for State of New Mexico employees.
- Monitor the implementation and effusiveness of programs, services, and activities with public and government entities.
- Work with public and government entities to effectively commutate and manage the process of program improvements.
- Coordinated a team of disability experts to work with the New Mexico Legislative Council to improve access and the effectiveness of the State Capitol and the legislative process, for individuals with disabilities.
- Provided guidance to the Office of the Secretary of State to improve access and effectiveness of their website and the voting process for individuals with disabilities.
- Consulted with the New Mexico Human Services Department Compliance Officer and brought together a team of disability experts to provide guidance, support, and testing of their new website.
- Worked with New Mexico Adult Protective Services and Aging and Long-term Services to provide trainings to all staff and personnel, regarding general disability awareness and best practices for working with individuals with disabilities.
- Collaborated with New Mexico County Clerks to survey poling sites, identify barriers to accessing the poll sites and develop plans to remediate identifiable barriers.
- Team leader for voting accessibility and assistive technology at Disability Rights New Mexico.
- Vice chair of the Santa Fe Mayor's committee on Disabilities (2025-present).
- Chair of the New Mexico Technology Assistance Program Advisory Council (2021-2024)
- Provided mentoring leadership for new employees.
- Created and lead trainings for all levels of personnel working with Cabinet, Legislative, Tribal, County and City entities.
- Facilitated meetings with the Legislative Council and the Secretary of State's Office to ensure access to the voting process from registration to legislation.

Work History:

Sept. 2024- Present / New Mexico Legislative Council / ADA coordinator / Santa Fe, New Mexico
2017-2024 / Disability Rights New Mexico / Albuquerque, New Mexico
2014-2017 / Full time student / University of New Mexico, Albuquerque, NM
2011-2014 / Instructional Assistant / Santa Fe Public Schools / Santa Fe, NM
2009-2011 / Test Facilitator/ Santa Fe Community College Testing Center/ Santa Fe, NM
2006-2009 / Instructional Assistant / Pojoaque Valley Schools / Santa Fe, NM
1995 / Accounts Payable / Public Employees Retirement Association of New Mexico

  - Free resident college application processing statewide except BSU
  - Durable Admissions (military, mission students) assures students admission for 3 years
  - Increased retention to 80%, 6-year graduation to 60%
- Research funding increased 18% from FY14 to $111.2M in FY18
  - New intellectual property, contracting practices resulted in improved relations, enhanced public/private partnerships
  - Initiated CAFÉ (Center for Agriculture, Food, and the Environment) with $10M in state funding, now a $45M research center under development/construction to support Idaho dairy industry
  - Established UI TedX and SAS (Short and Sweet) research talks-general audience
- Record fundraising; $51M in FY19,
  - Largest cash gift to UI ($10M) for novel engineered timber arena project ($52M, under construction)
    - All wood, milling, transportation for Arena donated by Idaho wood products industry
  - Largest gift-in-kind, ($14M) for 10,000 acre ranch in Sun Valley area, cooperative with Nature Conservancy and Idaho Fish and Game
- Diversity initiatives
  - Established Latino Advisory Council, guided pathway programs (Caminos al Futuro) now funded by $5M USDA grant
  - Named Man of the Year by Hispanic Commission of Idaho
  - Initiated distance education in Fisheries Biology at request of Northwest tribes
  - Initiated Tribal Excellence Scholarship-in-state tuition for all regional tribal members
  - UI is only US institution with sweat house for Native students; honored by 4 regional tribes for contributions
- Athletics
  - Moved UI from Sun Belt (FBS) to Big Sky (FCS) in football
  - Moved all UI sports to Big Sky
  - Improved academic performance in all sports; football off NCAA probation
  - UI became first NCAA program to host indoor soccer-innovative shared use of indoor football facility
- Medical education
  - Doubled size of medical education program (MD) (WWAMI) from 20 to 40/year
  - Instituted Biomedical Sciences undergraduate program to enhance MD pipeline (now the largest undergraduate major at U. Idaho)
  - Renovated space developed for current and potential WWAMI expansion-needed due to closure of facilities at former WWAMI partner WSU and due to expansion
- Legal education
  - Established full 3-year law program in Boise (existing program in Moscow); 60 students per year in each program grown from 100 total
  - Renovated court building in Boise adjacent to Capitol for Boise program in

collaboration with Idaho Supreme Court
- International education
    - Engaged Navitas, international program provider; increased undergraduate international students
    - Refunded Confucius Institute
        - Presented novel "ping-pong" initiative at World Congress of CIs
- Facilities renovations
    - New science building ($40M), first since 2003
    - Renovated Education Building (1965 construction)
    - Renovated Aquatic Institute Building

University of South Dakota

Provost and Vice President for Academic Affairs (2008-14)
- Student enrollment 10,000; budget of $40M, 350 faculty
- Distance education growth of 15% per year
- Developed Responsibility Center Management (RCM) Budget Model
- Worked directly with President to oversee all academic matters at University of South Dakota, serve as institution's second-in-command
- Student Success initiatives
    - Six-year graduation rate at all-time high of 62% (increased from 46%); first year retention increased to 80% (from below 70%).
- Doubled Research Expenditures in Provost Area from $5M to $10M.
    - First NSF IGERT grant at USD
    - First DoE EPSCoR grant in South Dakota
- Worked with peer Vice Presidents of Research, Student Services, Finance, Administration and IT, Health Affairs on all University priorities and programs
- Direct budget ($40M), program, personnel responsibility for Colleges of Arts & Sciences, Business, Education, Fine Arts, Law, Libraries, Graduate School, Division of Continuing and Distance Education, Registrar, Global Studies, Academic and Career Advising, Program Assessment, Institutional Diversity, Center for Teaching and Learning, Honors Program offices.
- Student enrollment >10,000; 2900 graduate and professional students. 2800 distance students
- Personnel responsibility for approximately 350 faculty, 150 staff
- Diversity Initiatives
    - Instituted educational site at Crazy Horse Memorial focused on Native American students.
    - Expanded Diversity office, elevated to Associate Vice President.
- Facilities development
    - Envisioned and completed Academic Commons renovation in Library to develop centralized student support services (Academic and Career Planning, Writing Center, Supplemental Instruction, Center for Academic Engagement, Global

Learning, ITS Help Desk…)
- o Oversaw renovations of Chemistry, Biology, Physics facilities. Worked closely with VP-Administration on all classroom renovations, building planning and use.

University of Kentucky

Vice President for Research, Acting (2006-7)
- $300M research portfolio, $45M budget, 400 employees

Associate Vice President for Research (2005-2008)
Chair or Acting Chair, Biology Department (2000-4)
Professor of Biology, (2007-8), Associate Professor (1995-2007), Assistant Professor (1989-95)
Director, Undergraduate Studies for School of Biological Sciences (1996-99)

EDUCATION

University of California, Berkeley, CA, Ph.D. in Biochemistry (1984)
University of Illinois, Champaign-Urbana, IL, B.S. in Biochemistry (1978).

POSTDOCTORAL TRAINING

Stanford University, Stanford, CA, Biology Department (1987-1989). (Dr. Charles Yanofsky)
Chiron Research Laboratories, Emeryville, CA Virology Dept., (1985-1986) (Dr. Dino Dina)

RESEARCH PUBLICATIONS

I no longer conduct active research in my area. My work (37 publications) has been cited over 3800 times and my h-index is 19 (as of 2020).

GRANT SUPPORT

Extramural grant funding as Principal Investigator of over $10M from 1989-2008. Agencies included NSF, NIH, VA including NIH R01 and NSF research grant funding.

INSTRUCTION

Honors and Awards

College of Arts and Sciences, Distinguished Teacher 1997-2000
Most prestigious teaching award offered by College
College of Arts and Sciences, Outstanding Teacher 1996-1997
Dean's "Top Ten" List: 1993-1998 (Student poll conducted by Dean)

Instructional activities, courses

Biochemistry II-(University of Idaho 2020-2021)
Introduction to Health Professions-(University of Idaho 2020-21)
Microbiology-(University of Idaho 2020-21)
IDEA 499 (Seminar on Energy and Sustainability, 2009)-Univ. of South Dakota
BIO150 (Principles of Biology I, 2005, 2006 [highest instructor rating for this course]
BIO425 (Seminar in Biology, Classics in Bioinformatics and Genomics)
BIO520 (Bioinformatics)-classroom and distance instruction (via TV, internet) (1996-2005), see NSF Course and Curriculum Development grant
BIO621 (Bioinformatics Projects course) (2001, 2002)
BIO304 (Genetics, 1992-1996), BIO208 (Microbiology, 1990-1992), assorted graduate, undergraduate seminars in molecular biology, genetics

Graduate Education

Postdoctoral Students (2)-both now serving as professors
PhD graduates (5)-including 2 professors, 1 MD, 1 MD/PhD
MS graduates (5)

PROFESSIONAL ACTIVITIES

Peer Review Activities

-National Research Council, Committee to review EPSCoR and EPSCoR-like programs, 2012-2013

- Only member of committee from EPSCoR/IDEA state. Report presented to US Senate in 2013.

-AAAS Consultant, Delaware INBRE Program, 2012
-HLC (Higher Learning Commission) Peer Evaluator, 2009-2015
-NIH Genetics Study Section, Member, 1999-2003
--*Ad hoc* reviewer,

National Science Foundation, United States Department of Agriculture, Veterans Administration Research Service, National Institutes of Health, tenure reviews for various universities

--Referee

Applied and Environmental Microbiology, Biochemistry, BOMC Bioinformatics, Current Genetics, Fungal Genetics and Biology, Journal of Biological Chemistry, Molecular and Cellular Biology, Molecular and General Genetics, Molecular Microbiology, Genetics, Nucleic Acids Res. ,Proceedings of the National Academy of Sciences, USA

-Reviewer

Saunders Publishing Corporation, Wadsworth Publishing Corporation, Wiley Interscience, Kluwer, Harcourt Brace Corporation, Jones and Bartlett
Life Sciences Interactive Media, Addison-Wesley

Consultant
Virage, Inc., San Mateo, CA (Image Domain Expert-Biological Images) -1999
SciMagix, Inc., San Mateo, CA (Image Domain Expert-Biological Images) -1999
Member, Louisville Science Center Advisory Board (2006-2008)

Invited Seminars and Research Presentations (selected, 1998-present)

Webinar, Innovative Educators, Higher Education Issues and Responses to Coronavirus (5/2020)
Webinar, Innovative Educators, Preparing Your Campus for Coronavirus (3/2020)
Illinois Board of Higher Education-Access Initiatives, 12/2019
National Center for Collective Bargaining in Higher Education (2012)
National IDEA Symposium of Biomedical Research Excellence (NISBRE) (2006)
SURA BIOGrid Workshop, Research Triangle Park, North Carolina, (2003)
High Performance Research Computing, Rio de Janiero, Brazil (2002)

UNIVERSITY SERVICE

Chair, Academic Strategic Planning Committee for University (2002-2003)

- One of 3 University committees that wrote 2003-2006 strategic plan (http://www.uky.edu/Home/2003-06StrategicPlan/plan.html). Worked closely with senior administrators, major role in crafting and writing strategic plan

Chair, University Senate Committee on Institutional Resources and Finances (2003-2005)
Chair, Arts and Sciences College Council (1999-2000)
Phi Beta Kappa, President (1996-97) Treasurer (1997-2004), Membership Chair (2002-2008)
Member, University Committee on Strategic Planning and Priorities (2006)
Co-Chair, Research Domain Subcommittee
Member, Provost Search Committee, 2005
Member, University of Kentucky Committee on Postsecondary Education Agenda, 2005
Member, University Senate Council (2004 [resigned upon administrative appointment])
Member, Academic Planning and Priorities Committee (2003-5)
Member, University of Kentucky Budget Advisory Group (2004-5)
Meet monthly with Provost, Vice-Presidents (Budget, Finance, Research, Development), comptroller, Athletics Director to advise on University budget issues
Member, Univ. of Kentucky NCAA Academic Integrity Subcommittee (Recertification-2004)
University Faculty Senator (2002-2004, elected to Senate Council for 2004-5, resigned due to Administrative post)
Member, University Top 20 Taskforce (2002)
Presidential taskforce on University of Kentucky goals, mission, assessment criteria
Member, Institutional Biosafety Committee (2002-2005)
Institutional Animal Care and Use Committee (2005-2008, ex-officio)
Member, Biological and Biomedical Sciences Research Building Committee (complete Spring 2005) Oversee design of $67M research building

To the Selection Committee,

I am writing to express my interest in serving as a District 1 representative on Santa Fe's Bicycle and Pedestrian Advisory Committee (BPAC). Having participated on the Promotion and Education Subcommittee, I've gained a solid understanding of BPAC's work and the importance of thoughtful, community-informed transportation planning.

I am committed to helping advance infrastructure and policies that improve safety, connectivity, and quality of life.

I would welcome the opportunity to take on a more active role and contribute with a seat at the table with BPAC. Thank you for your consideration.

Sincerely,

Chandler Moore

Chandler Moore

EXPERIENCED COMMUNICATIONS SPECIALIST

Santa Fe, New Mexico

SUMMARY OF EXPERIENCE AND ACCOMPLISHMENTS

- More than 11 years of strategic communications and cross department co-ordination
- Executive messaging and briefings, data driven performance reporting
- Digital platform communications and PR software experience
- Experience connecting top creators through web, iOS, Android, and smart TV app platforms

CONTACT INFORMATION



KEY SKILLS —

- Project Communications Management
- Public-Private Partnerships
- Relationship Building
- Digital Platform Communications
- Networking
- Community Outreach Strategy
- Media-Facing Initiatives
- Public Affairs and Stakeholder Reporting
- Cross-Department Coordination

EDUCATION —

Auburn University
Auburn, AL
Bachelor's Degree
Supply Chain Management
Graduated in 2010

PROFESSIONAL EXPERIENCE

Director - ASC New Mexico
American Standard Coatings - Santa Fe, NM
July 2025 - Current

- Led statewide strategic initiative requiring executive communications, partner outreach, and coordinated messaging across manufacturing, logistics, and distributor networks
- Developed communication plans to support national market expansion and public-facing partnerships
- Represented ASC New Mexico at conventions across the USA, building brand awareness and growing national partnerships

Territory Manager
SRS Distribution - Denver, Colorado
May 2024 - July 2025

- Directed client communications for IT integration linking analytics platforms and proprietary sales systems via API
- Translated technical initiatives into executive briefings and customer-facing messaging for enterprise clients

SaaS Streaming Video Platform - Creator Advocate
Uscreen Media (Fully Remote)
Jan 2022 - May 2024

- Worked directly with high profile creators to produce enterprise OTT digital platforms to reach target audiences worldwide

Yorktown High School
Arlington, VA
High School Diploma
Graduated in 2005

TIA PMI (PMP) Training
Ongoing

- Coordinated cross-functional teams to deliver branded multi-platform deployments
- Produced multi-platform digital solutions (Web, iOS, Android, Amazon, AppleTV, Roku)

Account Development Project Manager
PPG Industries - Kailua Kona, HI
Jan 2021 - Jan 2022

- Managed targeted enterprise growth project in Hawaii for a Fortune 500 Advanced Coatings Technology Company
- Led territory migration of data and processes from proprietary to SAP technology
- Coordinated product-launch communications and partner outreach

Managing Partner
ABC Supply Company, Inc. - Florida/New Mexico/Hawaii
June 2017 - Jan 2021

- Designed and implemented a three-year strategic growth project
- Hired, motivated, and mentored teams ranging from 12-14 members to achieve project goals
- Oversaw public-facing operations, community partnerships, and regional branding efforts
- Awarded “President’s Club” designation in 2020

Branch Manager
ABC Supply Company, Inc. - Florida/New Mexico/Hawaii
Jan 2011 - June 2017

- Hired and managed 12-14 person teams
- Oversaw sales, operations, and P&L responsibilities

TECHNOLOGIES

- **Communication & Collaboration:** Cision, Meltwater PR Software, Muck Rack, PR Newswire, Hootsuite, Sprout Social, Canva, Adobe Creative Cloud, Zoom, Microsoft Teams, Slack, Dropbox
- **Office & Productivity:** Microsoft Office Suite, Google Workspace
- **Machine Learning:** OpenAI GPT, Copilot, Gemini, Deepseek

Skills, Courses & Interests

Completed Courses: Environmental Systems, Civil/Env. Engineering; Water and Wastewater Treatment, Workshop in Sustainable Development; Private Analysis of Green roof Impact in NYC, Agriculture & Urban Land Resource Management, Intro to Computer Science and Programming, GIS, Alternative Energy Resources, Challenges of Sustainable Development,

Languages: Italian, Spanish, French and basic Chinese.

Computer Skills: MS Office, Excel, PPT, Java, basic website design, basic PC and Mac computer systems training, plotting programs such as Kaleidagraph, Tecplot and Gnuplot.

Work Related References

Leigh Wester
Four Seasons Guest Services Manager
[redacted]

David Kriegshauser
Professional Guidance, Personal Friend
[redacted]

Pamela Serna
Quail Run Fitness Director
Sub spin classes at their facility for 3 years
[redacted]

Las Campanas
Melissa Hayden- Coworker
Management Change
[redacted]

Bryan Travis
Los Alamos National Laboratory, Computational Scientist and Director
[redacted]

Greg Marquez
Health Compliance Director and Supervisor (NM OSHA)
525 Camino de los Marquez, Ste. 3, Santa Fe, NM 87505
[redacted]

[redacted]

May 1, 2026

Romella Glorioso-Moss
City of Santa Fe
200 Lincoln Avenue Santa Fe, NM 87501

RE: Letter of Interest – Bicycling and Pedestrian Advisory Committee (BPAC) Vacancy

Dear Romella Glorioso-Moss and Members of the City Council,

Please accept this letter as a formal expression of my interest in serving as the BPAC representative for the County of Santa Fe. As an active beneficiary of Santa Fe's wonderful trail systems and growing bicycle and pedestrian infrastructure, I feel called to contribute to the development and implementation of the SFMPO Bicycle Master Plan and the SFMPO Pedestrian Master plan. I have called Santa Fe home since moving here 14 years ago, in 2012, from New York City, and I am eager to apply my personal and professional experience toward the continued improvement of our city's multimodal infrastructure, which I care so deeply about.

My love for hiking and biking began as a child and has continued to play an active role into my adult life. For many years prior to living in Santa Fe, my primary modes of transportation were walking and my bicycle. As a daily bike commuter in NYC, I experienced firsthand how a walkable and bikeable urban design creates a unique sense of community vibrancy and social cohesion. It also became very clear to me how necessary a safe and expansive network of bike and pedestrian paths is for providing equitable transportation options to all. Since relocating to Santa Fe, I have remained an active participant in our local cycling and hiking culture as a road cyclist, mountain biker, and avid hiker.

In my professional life as a software developer as well as being an artist, I spend my time solving complex problems by finding efficiencies and optimizing structures. I believe this mindset is directly applicable to city planning; I am driven to find logical, streamlined, and elegant solutions for our transportation networks. Simultaneously, my background in the arts ensures that I value the role of design and beautification. I believe that our transit corridors should not only be functional and efficient but also aesthetically integrated into the unique landscape and character of Santa Fe.

My commitment to this committee is also personal. As the parent of a 6-year-old who loves to ride, I am deeply invested in creating safe walking and cycling routes that support youth activities and independence. When I was a child growing up in Tennessee and Connecticut in

the 80’s and 90’s, bicycle infrastructure didn’t exist. But, distracted and aggressive vehicle drivers were also much less common. Now, more than ever, it feels imperative to expand this network of pathways for the safety and enjoyment of generations to come. Beyond safety, I recognize that well-connected pedestrian infrastructure is a powerful economic driver. Documented trends show that when residents can easily access commercial districts on foot or by bike, it boosts foot traffic and "dwell time," directly benefiting the vitality of our small and local businesses and the city at large.

I am eager to engage with the civic and political processes of Santa Fe to ensure our infrastructure supports a healthy, equitable, and economically resilient population. I am fully prepared to commit to the committee’s monthly schedule and collaborative goals.
Thank you for your time and for your consideration of my interest in serving as the BPAC representative for the County of Santa Fe.

Sincerely,

Dexter Wayne

DEXTER WAYNE



Senior Software Engineer with 20 years of experience delivering scalable solutions across diverse technical stacks. Active DOE Q Clearance

Languages	*TypeScript/ES6+, Python, C#, C++, C, SCSS, HTML*
Frontend	*React, Redux Toolkit, Jest/RTL, WebAssembly, Zod, React Three Fiber, Three.js*
Backend	*.Net, Django, Flask*

Experience

SANDIA NATIONAL LABS — Albuquerque, NM (remote)

Contractor- DOE Q Cleared

Edgewater Federal Solutions
Senior Application Programmer
October 2025 – Ongoing

ECS
Application Programmer III
January 2023 – October 2025

Software development at Sandia National Labs for a mission-critical, state-of-the-art web application for complex scientific analysis. Obtained and maintain an active DOE Q Clearance.

- Ensured a responsive user-experience by offloading heavy computational logic from the main thread via WebAssembly to algorithms in C/C++.
- Built complex UIs using React/Redux, incorporating Three.js for data visualization and Cesium for geospatial data plotting.
- Partnered with Subject Matter Experts to accurately process and present massive and complex datasets in the UI.

Tech stack: TypeScript, React, Redux Toolkit, C++, WebAssembly, Redux Toolkit, React Testing Library, Zod, BlueprintJs, AG-Grid, Cesium, Sass, Three.js

MEOW WOLF, INC — Santa Fe, NM

Exhibition Creative Engineer
January 2018- April 2020

System Architect and Principal Engineer

Architected and pioneered "The Show Controller", a centralized state-management system for orchestrating 500+ networked devices in real-time across major exhibitions.

- Architected the platform to synchronize and manage the state, configuration, and telemetry for a heterogeneous fleet of microcontrollers, media servers, and SBCs, as well as lifecycle management for firmware and custom software.
- Led the end-to-end development and implementation of the API and back-end services (Flask), database architecture (PostgreSQL), and communication protocols (OSC, Serial).
- Standardized software development practices across the tech team to ensure maximum interoperability and system stability.

Creative Engineer and Artist

Designed and developed interactive installations for the Las Vegas and Denver exhibitions.

- Developed interactive software, generative visualizations, and custom electronics which respond to environmental sensors and user behavior in high-traffic exhibition spaces.
- Collaborated with electrical engineers and artists to bridge creative vision with technical feasibility within infrastructure constraints.
- Designed lighting, integrating DMX/Art-Net control with custom software triggers.

Tech stack: Python, C, C++, GLSL, JavaScript, HTML, CSS, Flask, PostgreSQL, OSC, Serial, TouchDesigner, openFrameworks, Arduino, Teensy, Linux, DMX, DC Motors, Pneumatics, LEDs

MEOW WOLF, INC
(continued)

Santa Fe, NM

Technical Fabricator
June 2017- December 2017

Technical fabrication for immersive installations and festivals.

- Collaborated with Artists and Creative Engineers to translate conceptual designs into high-durability technical components for interactive environments.
- Built custom PCBs and fabricated complex electrical systems, ensuring strict adherence to schematics, wiring diagrams, and safety standards.
- Led the installation and long-term maintenance of permanent and temporary exhibits for T*he House of Eternal Return, Meow Wolf Denver* and the *Life is Beautiful Festival*.
- Diagnosed and repaired technical failures in high-traffic, public-facing installations.

Core Skills: Microcontroller Programming, Wiring, Soldering, Tech Installation, Maintenance

Freelance Web Developer
April 2017

Built the Wordpress backend for tracking and managing devices within Meow Wolf's *House of Eternal Return*.

Tech stack: PHP, Wordpress, Javascript, HTML, CSS, MySQL

HUGE, INC

Brooklyn, NY,
Santa Fe, NM (remote)

Senior Front-End Developer
Sept 2012- May 2017

- Served as the Development Lead for high-profile client engagements.
- Owned accountability for the technical architecture and functional success of complex product deliveries.
- Acted as a technical advocate in client-facing roles, translating business requirements into scalable technical roadmaps for global brands and government entities.
- Managed the full development lifecycle for enterprise-scale web applications, ensuring adherence to performance, accessibility, and security standards.

Noteworthy Clients: NYC.gov, Canada Goose, Eurosport, Thomson Reuters, Maison Birks

Tech stack: Responsive Design, Javascript, HTML, SASS, jQuery, Demandware, Magento

Lead Front-End Developer
Aug 2011- Sept 2012

Client-side development on agile teams of developers, designers and producers.
Noteworthy Clients: Pepsi, Target, Barneys, Nutrisystem

Tech stack: Responsive Design, Javascript, HTML, SASS, jQuery, Ruby on Rails, Demandware

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FREELANCE WEB DEV

New York City, NY

Front-End Developer
2006 - 2011

Client-side web development for websites and ad campaigns.
Noteworthy Clients: Boombox (Ergo, Inc), Amex, TBWA/Chiat, Eyeball on the Floor, Blank Mosseri, The HappyCorp, True North, Dentyne, Adidas, Avon, Mountain Dew, Joan Jett, The Runaways

Tech stack: Javascript, CSS, HTML, jQuery, PHP, Wordpress, Flash, AS3, AS2

Education

Bennington College — Bennington, VT
Bachelors of Fine Arts — 1999 – 2004

Simon Fraser University — Vancouver, Canada
Electronic Music and Soundscape Independent Study — Winter 2003

NYU – Continuing and Professional Studies — New York City, NY
JavaScript, PHP, Flash and ActionScript — 2005

School of Visual Arts – Continuing Education — New York City, NY
XHTML, CSS, Graphic Design — 2005