



Agenda

Regular Meeting of the Quality
of Life Committee
February 5, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube livestream can be accessed from most smartphones, tablets, or computers.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. Youth Violence Interruption (Julie Sanchez, Youth and Family Division Director; jjsanchez@santafenm.gov and Chief Paul Joye, Police Chief; pmjoye@santafenm.gov and Dr. Elizabeth Silva, Consultant; drelizathesilva@gmail.com)
 - b. Using Tech to Intervene in Gun Violence (Julie Sanchez, Youth and Family Division Director; jjsanchez@santafenm.gov and Terri Green)
6. Action Items: Consent Agenda
 - a. Request for Approval of the January 22, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/05/2025

- b. Request for Approval of Professional Services Contract with Santa Fe Public

Schools for the Continuation of the Work Based Learning Internship Program Utilizing One Time Funding in the Total Amount of \$1,200,000 for a Four-Year Term. (Lizzy Portillo, Economic Development Specialist; emportillo@santafenm.gov and Johanna Nelson, Director Office of Economic Development; jcnelson@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/05/2025

Finance Committee: 02/10/2025

Governing Body: 02/12/2025

- c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$150,000 to Fund FY25 Grants and Services of State-Deposited Funds for the Parting Stone LEDA Project, in Accordance with Ordinance 2024 – 10. (Casey Dalbor, Business Growth Manager, Office of Economic Development; cjdalbor@santafenm.gov and Johanna Nelson, Director, Office of Economic Development; jcnelson@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/05/2025

Finance Committee: 02/10/2025

Governing Body: 02/15/2025

- d. Request for Approval of Amendment No. 1 to Item #23-0013 Capital Appropriation Project Grant Agreement #A20E5289 with New Mexico Aging and Long-Term Services Department to Extend the Term through June 30, 2025, for Planning and Design of a New Senior Center. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/05/2025

Finance Committee: 02/10/2025

Governing Body: 02/15/2025

- e. Request for Approval of Amendment No.1 to Item #22-0514 Capital Appropriation Project Grant Agreement #A20E5290 with New Mexico Aging and Long-Term Services Department to Extend the Term through June 30, 2025, to Purchase and Equip Vehicles for the Mary Esther Gonzales Senior Center. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/05/2025

Finance Committee: 02/10/2025

Governing Body: 02/15/2025

- f. Request for Approval of Amendment No. 1 to Item #22-0541 Capital Appropriation Project Grant Agreement #A20E5288 with New Mexico Aging and Long-Term Services Department to Extend the Term through June 30, 2025, to Plan, Design, Construct, Equip and Furnish the Mary Esther Gonzales Senior Center. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/05/2025

Finance Committee: 02/10/2025

Governing Body: 02/15/2025

- g. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Jamie Cassutt and Councilor Carol Romero-Wirth)
A Resolution Supporting the New Mexico Food Charter’s Report Card for 2023-2024 Priorities and Identifying Priority Food Polices. (Maria Sanchez-Tucker, Community Services Division Director; metucker@santafenm.gov)

Committee Review:

Governing Body (Introduced): 01/29/2025

Quality of Life Committee: 02/05/2025

Governing Body: 02/12/2025

- h. CONSIDERATION OF RESOLUTION NO. 2025____. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Michael Garcia)
A Resolution Accepting a Donation for the Design and Construction of a New Championship Soccer Field and Associated Infrastructure and Directing Next Steps Upon Receipt of the Donation. (Melissa McDonald, Parks and Open Space Division Director; mamcdonald@santafenm.gov)

Committee Review:

Governing Body: 01/29/2025

Public Works and Utilities Committee: 02/03/2025

Quality of Life Committee: 02/05/2025

Finance Committee: 02/10/2025

Governing Body: 02/12/2025

7. Action Items: Discussion Agenda

- a. CONSIDERATION OF BILL NO. 2024-18. ADOPTION OF ORDINANCE NO. 2025____. (Councilor Amanda Chavez, Councilor Pilar Faulkner, and Councilor Lee Garcia)
A Bill Relating to City Administration; Amending Section 2-8, SFCC 1987 to Change the Title From “Community Health and Safety Department” to “Health and Human Services Department”; Remove the Police Department and the Fire Department from that Section; and Create Two New Sections, 2-8.8 and

2-8.9, for the Police Department and Fire Department, Respectively. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:

Governing Body (Introduced): 12/11/2024

Governing Body (Public Comment): 01/15/2025 (Rescheduled to 01/29/2025 due to noticing requirements)

Governing Body (Public Comment): 01/29/2025)

Quality of Life Committee: 01/22/2025 (Rescheduled to 02/05/2025 due to noticing requirements)

Quality of Life Committee: 02/05/2025

Governing Body: 02/12/2025 (Rescheduled to 02/26/2025 due to noticing requirements)

Governing Body: 02/26/2025

8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting:
 - a. Wednesday, February 19, 2025
13. Adjourn

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

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, JANUARY 22, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL 200 LINCOLN AVENUE
SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order by Councilor Jamie Cassutt, at 5:00 pm, on Wednesday, January 22, 2025, in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, NM.

2. ROLL CALL

MEMBERS PRESENT

Councilor Jamie Cassutt, Chair
Councilor Alma Castro
Councilor Michael Garcia
Councilor Amanda Chavez, virtually

MEMBERS ABSENT

Councilor Pilar Faulkner, Excused

OTHERS PRESENT

Johanna Nelson, Director, Economic Development
Marcella Apodaca, Staff Liaison

3. APPROVAL OF AGENDA

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

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

Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Cassutt, yes.

4. APPROVAL OF CONSENT AGENDA

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

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

Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Cassutt, yes.

5. PRESENTATIONS

None.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE JANUARY 8, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH JAKE A. GARRISON NOT TO EXCEED \$10,818.75 INCLUDING NMGR TO ASSIGN RIGHTS AND DUTIES OF DECLARANT IN THE LAS ESTRELLAS SUBDIVISION FOR A ONE YEAR TERM.

Approved on consent.

C. REQUEST FOR APPROVAL OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT GRANT AGREEMENT 24-14222 FOR SUPPORTIVE HOUSING FACILITIES RENOVATION IN THE AMOUNT OF \$844,470 WITH A REVERSION DATE OF JUNE 20, 2026.

Approved on consent.

D. REQUEST FOR APPROVAL OF BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF \$211,444 TO ESTABLISH THE FY25 BUDGET FOR THE SANTA FE REGIONAL FILM OFFICE MOVED FROM THE COUNTY OF SANTA FE.

Approved on consent.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

Heard

11. MATTERS FROM THE CHAIR

None.

12. NEXT MEETING

February 5, 2025

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 5:08 pm.

Councilor Jamie Cassutt, Chair

Elizabeth Martin

Elizabeth Martin (Jan 28, 2025 05:41 MST)

Elizabeth Martin, Stenographer




The Purchasing Memo

Date: January 16, 2025

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

From: Lizzy Portillo, Economic Dev. Specialist; Johanna Nelson, Director Office of Economic Development

Via: Johanna Nelson, Director Office of Economic Development  [Johanna Nelson \(Jan 17, 2025 15:36 MST\)](#)

Subject: Santa Fe Public Schools (SFPS) Work Based Learning (WBL) One Time Funding

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of \$1,200,000.00 not to exceed, for the Santa Fe Public Schools Work Based Learning Internship Programming for a term of four years through February 2029 with the Santa Fe Public Schools.

CONTRACT NUMBER:

The FY25 Munis contract number is: #3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development has been awarded One-Time Funding to continue support for the Santa Fe Public Schools Work-Based Learning Internship Programing. Previously funded through the American Rescue Plan Act (ARPA) federal funding, this program has received an additional \$1,200,000 allocation of One Time Funding. This professional services contract will ensure continuation of mentorship, job training, and other critical services for high school students, including those at high risk of suspension or expulsion. Key program components include business outreach, support staff, supplies, event support, student mentoring, soft skills and life skills training, internship placements, and paid internships. Economic impact reporting for this project will be required on a quarterly basis.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [212 ED General Fund]

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]


Budget Officer / Designee: Andy Hopkins Date: Jan 17, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The procurement method for this is exempt, the vendor is The Santa Fe Public Schools and has SOW has been determined to be professional services.

Chief Procurement Officer (CPO) / Designee:  Date: Jan 22, 2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- Memo
- Professional Services Contract
- Procurement document: Exemption Determination/Email
- CPO Service Determination Email
- Horizons Decline
- Certificate of Insurance

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-98; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

Screen, select, and place Santa Fe Public School (SFPS) junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates. Report quarterly on outcomes, metrics, and deliverables.

1. Intern Placement Services:
 - a. Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
 - b. Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.
2. Professional Support Staff:
 - a. Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
 - b. Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
 - c. Coordinate interview events to connect interns with potential employers.
 - d. Conduct regular visits to internship sites to monitor progress and provide support as needed.

- e. Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.
 - f. Conduct business outreach as needed for opportunities for WBL internships
 - g. Undertake other administrative duties essential to program operations and effectiveness.
3. Events and Supplies Management:
- a. Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
 - b. Procure necessary supplies and materials to support internship activities and events.
4. Metrics and Performance Measures:
- a. Intern Placement Success: 80% of interns successfully placed in industry internships.
 - b. Completion Rate: 80% of interns completing their internship assignments.
 - c. Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
 - d. Event Participation: 90% of interns attending program events.
 - e. Provide number of events hosted
 - f. Provide number of site visits conducted
5. Billing Structure:
- a. The total cost for the services outlined in the Scope of Work will be \$1.2 million, billed in increments upon completion of deliverables. .
 - b.

City of Santa Fe Office of Economic Development OED: Santa Fe WBL One Time Funding Project			
Categories for Payment - Deliverables	SOW	Metrics	Reporting Due
Paid internships for Juniors and Seniors + Benefits	<ul style="list-style-type: none"> • Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries. • Facilitate the selection and placement process to ensure a suitable match between interns and host organizations. 	<ul style="list-style-type: none"> • Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments. 	Quarterly

Support Staff + Benefits	<ul style="list-style-type: none"> • Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates. • Organize and conduct employability skills trainings for interns to develop essential workplace competencies. • Coordinate interview events to connect interns with potential employers. • Conduct regular visits to internship sites to monitor progress and provide support as needed. • Undertake other administrative duties essential to program operations and effectiveness. • Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment. 	<ul style="list-style-type: none"> • Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments. • Provide number of invoices reviewed for SFPS WBL • Provide number of site visits conducted 	Quarterly
Supplies & Events	<ul style="list-style-type: none"> • Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings. • Procure necessary supplies and materials to support internship activities and events. 	<ul style="list-style-type: none"> • Event Participation: 90% of interns attending program events. • Provide number of events hosted in quarter 	Quarterly

6. Internships at City of Santa Fe:

- a. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

7. FERPA Requirements:

- a. The City agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g; 34 CFR Part 99.

8. Criminal Background Check

- a. For any individual providing services pursuant to the City’s explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan’s law and §22-10A-5 NMSA 1978 of the School Personnel Act:

Either: By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner’s:

- i. Performance of an internet search on the individual; and
- ii. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.]

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Work Based Learning internships for Santa Fe Public Schools High School Students for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor for services satisfactorily performed a total of one million two hundred thousand dollars (\$1,200,000) ; such compensation is not to exceed (\$1,200,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,200,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed one million two hundred thousand **\$1,200,000** excluding New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured,

material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

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

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

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City: Johanna Nelson, 123 E Marcy St Suite 205 Santa Fe, 87504,
jcnelson@santafenm.gov

To the Contractor: Jose Villarreal, 1300 Camino Sierra Vista, Santa Fe, NM 87505,
jvillarreal@sfps.k12.nm.us

28. Authority

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

29. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.


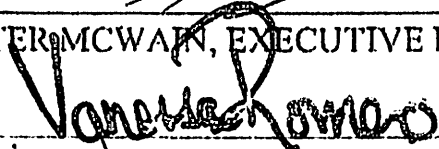

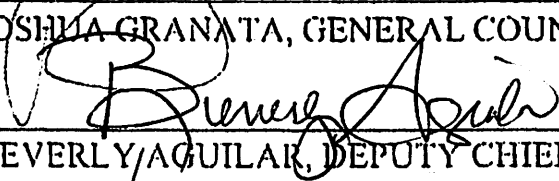
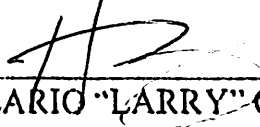
31. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to,

acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

APPROVED BY SFPS:
 01-15-25 PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION
 1/16/25 VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING
 1/15/25 JOSHUA GRANATA, GENERAL COUNSEL
 1/16/25 BEVERLY AGUILAR, DEPUTY CHIEF FINANCIAL OFFICER
 HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS

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

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Public Schools

ALAN WEBBER, MAYOR

Peter McWain

PETER McWAIN,
EXECUTIVE DIRECTOR OF
CURRICULUM AND INSTRUCTION

DATE: Jan 15, 2025

NMBTIN#: 01-505-914-0006

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jan 15, 2025 16:35 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Ostar

FINANCE DIRECTOR

SANTA FE PUBLIC SCHOOLS

ROUTING SLIP

Initiated by: Peter McWain Phone: 505-467-2569 Date: 1/16/2025 Rec'd. by: Marie Gutierrez

SFPS Contract Number: 24-25-820-198-1 Dept./School Name: Curriculum & Instruction
(Fiscal Year-Dept. Code-Agreement #-Type of Contract)

Contractor Name: City of Santa Fe \$1,200,000.00 (Incoming Money)
WHEN YOU RECEIVE A PSA, SERVICES CONTRACT, MOU, OR ADDENDUM PLEASE ROUTE ACCORDINGLY
(Person reviewing document should hand-deliver document to next person on the routing slip for review).

Please Keep the Routing Sheet Attached to Original Contract.

PERSON RECEIVING DOCUMENT	INITIALS	DATE
1. TO: Business Services (An Agreement number will be assigned, a blue routing slip will be attached, and forwarded to the appropriate Accountant). <input checked="" type="checkbox"/> Complete Contract: Date, Scope of Services & Compensation. <input checked="" type="checkbox"/> Comply with Megan's Law. <input checked="" type="checkbox"/> Comply with Disclosure of Contributions <input checked="" type="checkbox"/> Contractor's Signature	CRC	1/16/25
2. TO: Appropriate Accountant in Business Services for approval & initials for funding source, line item & budget. Accountant will give to CFO to sign off for Business Services.(Business Services will forward to appropriate Executive Team Member).	MB MSB	1/16/25
3. TO: <ul style="list-style-type: none"> · Chief Financial Officer, OR · Deputy Superintendent, OR · Associate Superintendent, OR · Chief Operations Officer, OR · HR Director 	* AND Technology Director: if technology is involved. (Technology includes: phones, surveillance equipment computer systems, software, etc.)	VR see signature page RM see signature page
		1/16/25
4. TO: Superintendent Office (when more than \$60,000) or Designee for review.	HC see signature page	
5. TO: Board of Education for approval (when over \$60,000). For Approval at the _____ Board Meeting <small>(Date)</small> <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	NA	
6. TO: Appropriate Executive Team Member's office will route back to Business Services/Contracts to scan and e-mail to Initiator		
7a. TO: Initiator to attach contract with a requisition in the iVisions System for the purchase order processing. <i>*Please reference the contract # on all requisitions.</i>		
7b. TO: Initiator: (If requisition is <i>not</i> required). The Initiator obtains the Contractor's signature & returns the signed original to: Business Services Office; Copies to: Contractor & Initiator. OR If PTO/PTC Contract: The Initiator obtains the PTO/PTC President/Vice President's signature & returns the signed original to: Business Services Office; Copies to: PTO/PTC, Initiator and Human Resources.		
8. Original contract and Routing Slip will remain in Business Services/Contract Office. Initiator may obtain copy of contract through iVisions to copy for Contractor		
COMMENTS:		

City of Santa Fe, New Mexico

memo

Date: December 12, 2024
To: Travis Dutton-Leyda, Chief Procurement Officer
Via: Johanna Nelson, Economic Development Director
From: Elisa Portillo, Economic Development Specialist
Subject: Exemption Determination Request, SF Public Schools WBL
Vendor: Santa Fe Public Schools
Exempt: NMSA 1978, Section 13-1-98 (A) City and SF Public Schools

Economic Development Department respectfully request exempt determination using NMSA 1978, Section 13-1-98 (A) to be approved by the City’s Chief Procurement Officer (CPO), Travis Dutton-Leyda, for robust scope of work (SOW) summarized below:

The City will work directly with Santa Fe Public Schools (SFPS) to screen, select, and place junior and senior high school students in high-value industry internships. Key services include identifying and matching students with opportunities, managing work-based learning (WBL) systems, conducting employability skills training, organizing events, and ensuring program success through metrics such as placement success and completion rates. The program has a \$1.2 million budget, billed quarterly, with internships offered based on the City’s capacity needs. Compliance with FERPA and stringent background checks ensures a safe environment, with clear safeguards against unsupervised access by individuals with felony convictions or registration as sex offenders.

Term: December 12, 2024 - June 2025

Approved Exemption



Travis Dutton-Leyda, Chief Procurement Officer

12/12/24

PORTILLO, ELISA M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Sunday, December 8, 2024 8:46 PM
To: PORTILLO, ELISA M.
Cc: Purchasing DET; NELSON, JOHANNA C.
Subject: Re: Request for Determination: One Time Funding for Highschool Internships

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

This is professional.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

On Dec 2, 2024, at 12:05 PM, PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

Good Afternoon,

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for highschool students.

Objective:

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

Key Responsibilities:

1. Intern Placement Services:

- Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
- Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:

- Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
- Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
- Coordinate interview events to connect interns with potential employers.
- Conduct regular visits to internship sites to monitor progress and provide support as needed.
- Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:

- Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
- Procure necessary supplies and materials to support internship activities and events.

Metrics:

- Intern Placement Success: 80% of interns successfully placed in industry internships.
- Completion Rate: 80% of interns completing their internship assignments.
- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
- Event Participation: 90% of interns attending program events.

Billing Structure:

- The total cost for the services outlined in the Scope of Work will be \$1.2 million, billed in quarterly increments of \$400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

Internships at City of Santa Fe

The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

1. The City agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g; 34 CFR Part 99.

CRIMINAL BACKGROUND CHECK

For any individual providing services pursuant to the City’s explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan’s law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner’s:
 - a. Performance of an internet search on the individual; and
 - b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Happy to answer any questions. Thank you for your time.

Respectfully,

Lizzy Portillo

Economic Dev. Specialist

(505)531-7901

City of Santa Fe

Office of Economic Development



CITY OF SANTA FE
ECONOMIC DEVELOPMENT

PORTILLO, ELISA M.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, December 2, 2024 12:15 PM
To: PORTILLO, ELISA M.
Cc: NELSON, JOHANNA C.
Subject: Re: Request for Determination: SOW for High School Internships

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Elisa.

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Dec 2, 2024 at 12:07 PM PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

Good Afternoon Matt,

I hope you are well.

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for high school students.

Objective:

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

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1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and

b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Thank you for your time.

Respectfully,

Lizzy Portillo

Economic Dev. Specialist

City of Santa Fe

Office of Economic Development



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability










URGENT - SFPS One Time Funding INTERNSHIP PROGRAM


Final Audit Report


2025-01-24


Created:	2025-01-17
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSDpzMfCv3zoqwmS5AH7Tmzzwg7gDRAe


"URGENT - SFPS One Time Funding INTERNSHIP PROGRAM" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-01-17 - 10:33:25 PM GMT- IP address: 97.182.130.56
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-01-17 - 10:36:10 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-01-17 - 10:36:32 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-01-17 - 10:36:46 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-01-17 - 10:36:48 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-17 - 10:55:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-17 - 10:57:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-01-17 - 10:57:56 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-21 - 4:58:27 AM GMT- IP address: 172.225.108.151

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-22 - 3:33:27 PM GMT - Time Source: server- IP address: 98.97.112.124

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-22 - 3:33:30 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-24 - 7:54:30 PM GMT- IP address: 104.47.64.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-01-24 - 8:02:13 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2025-01-24 - 8:02:13 PM GMT

Date: January 29, 2025

To: Mayor Alan Webber and Governing
Body, Finance, Quality of Life

Via: Johanna Nelson, Director, Economic Development *JN*

From: Casey Dalbor, Business Growth Manager *CJD*

Subject: BAR for Parting Stone, Inc. Local Economic Development Act (LEDA) Grant
Funds

Vendor Name: Parting Stone

Vendor Number: 10379

ITEM AND ISSUE:

The Governing Body approved the amendment of Parting Stones LEDA Packet which includes a Participation Agreement, Intergovernmental Agreement and Ordinance 2024-10 on October 30, 2024, which allows the New Mexico Economic Development Department (NMEDD) to deposit One-Hundred and Fifty Thousand Dollars (\$150,000) to the Economic Development Fund to support a Local Economic Development Act (LEDA) project in Santa Fe: Parting Stone, Inc.

ACTION REQUESTED:

Staff recommends approval of a BAR in the amount of One-Hundred Fifty-Thousand Dollars (\$150,000) from Fund 212 - Revenue 490195 (NM Economic Dev. Dept.) to increase the Budget FY25 Obj. 510400 (Grants and Services).

BACKGROUND AND SUMMARY:

Parting Stone, Inc. offers alternatives to traditional cremated remains by transforming ashes into solidified stones.

In May of 2023, the Governing Body approved a LEDA project for Parting Stone, Inc. in the grant amount of One-Hundred Seventy-Five Thousand Dollars (\$175,000) to support the creation of 28 Santa Fe jobs. The funds include a \$150,000 grant from the NMEDD and a \$25,000 grant from the OED.

The executed Intergovernmental Agreement (IGA) directs the grant funds be deposited

with to the Economic Development Fund and the City of Santa Fe Office of Economic Development will serve as the fiscal agent. Once the company has met the required benchmarks via the executed Project Participation Agreement (PPA) the grant funds will be dispersed accordingly.

PROCUREMENT METHOD:

LEDA is exempt from Procurement.

Chief Procurement Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 325XXX
The FY25 Project ledger number is ECD2521201

SOURCE/REVENUE: Expense Revenue

The funding source is:
Fund Name/Number: Grants & Services
Munis Org Name/Number: 2122800
Munis Object Name/Number: 510400

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: ECD2521201 _____

Budget Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

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

Yes | No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

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

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

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

ATTACHMENTS:

- Signed Ordinance
- Signed PPA
- Signed IGA

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

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE																				
COMMUNITY DEVELOPMENT DEPARTMENT / ECONOMIC DEVELOPMENT DIVISION					1/7/2025																				
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE																				
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>																				
Grants and Services	2122800	510400	ECD2521201	150,000																					
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>																				
New Mexico Economic Development	2122800	490195	ECD2521201	(150,000)																					
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$	-																				
The Governing Body approved the 2024 PPA whereby the City will serve as the Fiscal Agent for the grant monies granted				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>{Complete section below if BAR results in a net change to ANY Fund}</i></td> </tr> <tr> <td style="text-align: center;">Fund(s) Affected</td> <td style="text-align: center;">Fund Balance Increase/(Decrease)</td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td style="text-align: right;">TOTAL:</td> <td style="text-align: center;">0</td> </tr> </table>		<i>{Complete section below if BAR results in a net change to ANY Fund}</i>		Fund(s) Affected	Fund Balance Increase/(Decrease)															TOTAL:	0
<i>{Complete section below if BAR results in a net change to ANY Fund}</i>																									
Fund(s) Affected	Fund Balance Increase/(Decrease)																								
TOTAL:	0																								
by the City through its Office of Economic Department and through the New Mexico Economic Dept.																									
This BAR is to increase the budget for Grants and Services in the amount \$150,000 to cover the amount to be distributed																									
to Parting Stone per the LEDA Project approved																									
State Money= \$150,000																									

Casey Dalbor Prepared By <i>{print name}</i>	1/30/25 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 Andy Hopkins Budget Officer
 <u>Johanna Nelson (Jan 31, 2025 10:16 MST)</u> Division Director Signature <i>{optional}</i>	Jan 31, 2025 Date	CITY COUNCIL APPROVAL City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>	Finance Director <i>{≤ \$5,000}</i>
 <u>Johanna Nelson (Jan 29, 2025 16:18 MST)</u> Department Director Signature	Jan 29, 2025 Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager <i>{≤ \$60,000}</i>

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2024-10

3 INTRODUCED BY:

4
5 Mayor Alan Webber

6
7
8
9 AN ORDINANCE

10 RELATING TO THE CITY OF SANTA FE'S ("CITY'S") OFFICE OF ECONOMIC
11 DEVELOPMENT PLAN ORDINANCE, SECTION 11-11-5 SFCC 1987; REPEALING AND
12 REPLACING ORDINANCE 2023-15, INCLUDING APPROVING A LOCAL ECONOMIC
13 DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY
14 AND PARTING STONE INC. FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION
15 OF TENANT IMPROVEMENTS; LEASE PAYMENTS; AND EXPANSION OF A
16 CORPORATE HEADQUARTERS, A LOCAL ECONOMIC DEVELOPMENT PROJECT.

17
18 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

19 **Section 1. Ordinance 2023-15 is repealed and replaced with an ordinance to read as**
20 **follows:**

21 **Section 1. Short Title.** This Ordinance shall be known as the "Parting Stone
22 Local Economic Development Project Ordinance", which repeals and replaces Ordinance
23 2023-15.

24 **Section 2. Recitals.**

25 A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 et seq.
10610.1

1 ("LEDA"), explicitly permits municipalities to assist qualifying entities with economic
2 development projects through the use of public resources; and

3 B. The City of Santa Fe ("City") has complied with the requirements of the Local
4 Economic Development Act by adopting an Economic Development Fund Ordinance, SFCC 1987,
5 Article 11-14, and incorporating within that ordinance its community economic development plan
6 and its economic development strategy for implementation dated May 21, 2008; and

7 C. Parting Stone, Inc. ("Qualifying Entity" or "Parting Stone, Inc.") offers an
8 alternative to conventional ash as a product from cremation, and meets the definition of Qualifying
9 Entity under the LEDA, NMSA 1978, Section 5-10-3 (L)(l), and incorporated into the Santa Fe
10 City Code at SFCC 1987, Section 11-11.4. The Qualifying Entity creates economic-based jobs
11 using a process that solidifies the full amount of remains into forms resembling smooth stones.

12 D. The design, development, and construction of tenant improvements, lease
13 payments, and expansion of a corporate headquarters, "Project", will utilize up to \$150,000 in grant
14 monies from the State of New Mexico LEDA Fund and up to \$25,000 from the City of Santa Fe's
15 LEDA Fund, contingent upon completion of the Disbursement Performance Milestones shown on
16 the chart on page 3 of the Project Participation Agreement ("PPA"), attached and shown as Exhibit

17 A. As of September 2024, as part of Parting Stone, Inc.'s Five-Year Job Creation Plan ("Plan"),
18 Parting Stone, Inc., hired sixteen (16) additional full-time employees, for a total employee
19 headcount of twenty-four (24). The Plan provides for Parting Stone, Inc., to hire four (4) more
20 employees by December 31, 2025, for a total of twenty-eight (28) full-time positions. The twenty-
21 eight (28) workers directly employed by the Project are each projected to earn approximately forty
22 thousand dollars (\$40,000) per year initially, with an estimated payroll of one million one hundred
23 and sixty thousand dollars (\$1,160,000) by December 31, 2025. By December 31, 2029, which
24 marks the end of the Plan, Parting Stone, Inc. shall have a minimum total employment count of no

1 less than fifty-six (56) full-time employees. All new employees shall be paid an average of \$40,000
2 per year with an estimated payroll of \$2,467,789 by December 31, 2029.

3 Accounting for various taxable sales and purchases, including activity associated with the
4 Project, worker spending, and visitors' spending in the state, it is estimated that the Project will
5 support approximately fifty-four million, nine hundred thirty-three thousand, two hundred seventy-
6 three dollars (\$54,933,273) in total economic impact sales over the next 10 years.

7 **Section 3. Findings. The Governing Body hereby finds:**

8 A. It is in the interest of the welfare of the citizens of Santa Fe to enter into an
9 Economic Development Project Participation Agreement for the purposes of effectuating the City's
10 Economic Development Plan and the Project.

11 B. In compliance with the City's Economic Development Fund Ordinance, SFCC
12 1987, Section 11-11.11, the Project Participation Agreement between the Qualifying Entity and the
13 City, as shown in Exhibit A, clearly states the following:

- 14 (1) Parting Stone is a Qualifying Entity;
- 15 (2) The contributions of the City, the City as a fiscal agent of the State, and
16 the Qualifying Entity;
- 17 (3) The specific measurable objectives upon which the performance review
18 will be based;
- 19 (4) A schedule for Project development and goal attainment;
- 20 (5) The security being offered for the City's investment;
- 21 (6) The procedures by which the Project may be terminated and the City's
22 investment recovered;
- 23 (7) The time period for which the City shall retain an interest in the Project;
- 24 (8) The economic development goals of the project; and

1 (9) A "sunset" clause after which the City shall relinquish interest in and
2 oversight of the project.

3 **Section 4. Approval and Adoption of the Project Participation Agreement.** The
4 Governing Body hereby approves the Project Participation Agreement, whereby the City will be
5 the fiscal agent for the State legislative appropriation of up to one hundred fifty thousand dollars
6 (\$150,000) and the City designates up to twenty-five thousand dollars (\$25,000) from its funds.
7 The City will receive and appropriate state legislative appropriations of up to \$150,000.00 and
8 provide City funds of up to \$25,000.00 to the Qualifying Entity, and the funds will be used to
9 increase headcount per the Project Participation Agreement. The Qualifying Entity will expand the
10 tax base and generate more taxes, fees, and other revenues for the State of New Mexico and the
11 City of Santa Fe.

12 **Section 5. Terminating the project participation agreement adopted in**
13 **Ordinance 2023-15.** The Project Participation Agreement adopted in Ordinance 2023-15 is hereby
14 terminated upon adoption of this ordinance.

15 **Section 6. Severability Clause.** If any section, paragraph, clause, or provision of this
16 ordinance; or any section, paragraph, clause, or provision of any regulation promulgated hereunder,
17 shall for any reason be held to be invalid, unlawful, or unenforceable; the invalidity, illegality, or
18 unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the
19 remaining portions of this ordinance or the regulation so challenged.

20 **Section 7. Effective Date.** This ordinance shall become effective immediately upon
21 adoption.

22 PASSED, APPROVED, and ADOPTED this 30th day of October, 2024.

23 (/Mvf-

24 Alan Webber (Nov 22, 2024 20:39 MST)

25 ALAN WEBBER, MAYOR

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ATTEST:

Andrea Salazar

ANDREA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin K. McSherry

ERIN K. McSHERRY, CITY ATTORNEY

Bill No. 2024-10

Legislation/2024/Ordinances/2024-10(O)/Parting Stone LEDA Project

EXHIBIT A

**CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT**

THIS PROJECT PARTICIPATION AGREEMENT (hereinafter the "Agreement") is made and entered into this 8th day of November 2024, by and between the City of Santa Fe, an incorporated municipality in the State of New Mexico, (hereinafter the "City") and Parting Stone Inc., (hereinafter the "Qualifying Entity", "Q/E").

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (LEDA) NMSA 1978 §§ 5-10-1, et seq., to provide public support for economic development to foster, promote and enhance local economic development efforts);

WHEREAS, LEDA explicitly permits local governments to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance and incorporating within that ordinance its community economic development plan (SFCC 1987 § 11-11), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, Parting Stone, is a "qualifying entity" under LEDA in that it is an "industry for the manufacturing, processing or assembling manufactured products" (NMSA 1978, § 5-10-3(K)(1) and (2)) and also a "qualifying entity" under the City's Economic Development Plan Ordinance which incorporates by reference the above LEDA definitions, SFCC 1978 § 11-11.4;

WHEREAS, all requirements under the Economic Development Plan Ordinance to enter into this Agreement have been fulfilled;

WHEREAS, the Q/E has submitted an application (hereinafter the "Application") to the City for assistance under the Economic Development Plan Ordinance (SFCC 1978 §11-11) and for the City to act as fiscal agent for the grant monies (hereinafter the "Grant Monies") granted by the City through its Economic Development Department and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Grant Monies for the expansion of a manufacturing and production facility (hereinafter the "Project"), to be located at 9 Plaza de Prensa Santa Fe, New Mexico, 87507;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan;

WHEREAS, the State of New Mexico's maximum contribution to the Project will not exceed One Hundred Fifty Thousand Dollars (\$150,000) from the New Mexico LEDA Fund (hereinafter

the "NM LEDA Fund") and the City's maximum contribution will not exceed Twenty-Five Thousand Dollars (\$25,000) pursuant to an intergovernmental agreement between the City and the State to be executed soon after the execution of this Agreement; and the Q/E shall contribute up to One Million Sixty-Six Thousand Five Hundred Dollars (\$1,066,500.00) or more in matching funds to complete the Project;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths;" "Pursue overall affordability where local wages can support living in Santa Fe (reduce leakage);" and "Bolster Santa Fe's leadership position and/or potential in innovation"; and

WHEREAS, this Agreement clearly provides the following as required by LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the City, State and the Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) a schedule for project development and goal attainment; (5) the security being offered for the City's and State's investment; (6) the procedures by which the project may be terminated and the City's investment recovered; (7) the time period for which the City shall retain an interest in the Project; (8) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (9) that the Qualifying Entity is a qualifying entity.

NOW THEREFORE, in consideration of the foregoing, the following and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned parties hereby agree as follows.

1. CONTRIBUTIONS OF THE CITY, THE STATE, AND THE Q/E

Contributions of the State and the City. The maximum Grant Monies that may be disbursed under this Agreement shall be One Hundred Seventy-Five Thousand Dollars (\$175,000) as described below:

City Contributions: This Agreement governs the City's contribution to the Project. The City shall reimburse the Q/E in the amount of up to Twenty-Five Thousand Dollars (\$25,000) from the City LEDA Fund for LEDA eligible expense reimbursements in accordance with the disbursement milestones delineated below in the Disbursement Schedule.

State Contributions: This Agreement governs the State's contribution of up to One Hundred Fifty Thousand Dollars (\$150,000) from the NM LEDA Fund by way of the New Mexico Economic Development Department. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment A** hereto, the terms of which are incorporated into this Agreement in accordance with the disbursement milestones delineated below in the Disbursement Schedule.

Disbursement of Grant Monies: Disbursement of the NM LEDA Funds by the State and the City's Economic Development Funds are contingent upon the following:

- a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to grant up to One Hundred Fifty Thousand dollars (\$150,000) to the City as fiscal agent for the Project;
- b) The City to grant up to Twenty-Five Thousand Dollars (\$25,000) in LEDA funds from the Economic Development Fund for the Project; and
- c) The Q/E shall submit to the City and State for review, a cover letter, invoice, and proof of payment as necessary for reimbursement as set forth **in** the Table below. Disbursement shall be made on a reimbursement basis of eligible costs under LEDA:

<i>State of New Mexico and City of Santa Fe LEDA Disbursement Schedule</i>		
<u>Tranche</u>	<u>Amount of State and City Contributions Available for Disbursement/Tranche</u>	<u>Disbursement Performance Milestone</u>
	State of New Mexico \$100,000 disbursement through the City of Santa Fe	Obtain Lease Agreement, LEDA eligible expenses following execution of ordinance.
2	State of New Mexico \$50,000 disbursement, plus City of Santa Fe \$25,000 disbursement through the City of Santa Fe	By December 31, 2024, retain 24 employees. Between January 1, 2025, and December 31, 2025, hire 4 additional employees, for a total employee headcount of 28, and submit proof of payment invoices for LEDA eligible expenses and current with all reporting.

It is expressly understood that any costs eligible for reimbursement must be incurred after this Agreement is in effect.

A. Contributions of the Q/E.

Financial Investment: The Q/E shall contribute One Million Sixty-Six Thousand Five Hundred Dollars (\$1,066,500.00) or more in matching funds to complete the Project.

Project Management: Unless otherwise specified in this Agreement, the Q/E shall be responsible for managing all parts of the Project.

Direct Economic Output: The Project is anticipated to generate Two Million Four Hundred Sixty-Seven Thousand Seven Hundred Eighty-Nine Dollars (\$2,467,789) in direct salaries for existing and expanded operations over five years. The total estimated direct economic output for the expansion of the facility is Thirty-Nine Million Seven Hundred Seventy-Five Thousand Thirty-Two Dollars (\$39,775,032) over ten years, as is further described in the Fiscal Impact Analysis. (Seep. 5 of **Attachment B**).

Expanded Tax Base: As a result of the completion of the Project, the Q/E is expected to generate contributions to the City's tax base, as projected in the Fiscal Impact Analysis. Net benefits for the City generated by the project (including property taxes, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes, and other use taxes) are estimated to be Five Hundred Thirty-Five Thousand, Five Hundred Fourteen Dollars (\$535,514) over ten years. (Seep. 16 of **Attachment B**.)

Proportional Investment: The Q/E at its discretion may decide to not accept the entire One Hundred Seventy-Five Thousand Dollars (\$175,000) in Grant Monies for the Project. If the Q/E does not accept the entire Grant Monies, then the capital investment and job creation requirements would then decrease proportionally to the level of Grant Monies accepted. The Q/E shall notify the City 30 days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA- ECONOMIC DEVELOPMENT GOALS

A. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

(1) The Q/E shall hire new employees in accordance with the schedule set forth in the Job Creation Commitment and Schedule in Section 3, below. The Q/E presently employs Twenty-Four (24) full-time workers and by December 31, 2025 the Q/E shall employ at least Four (4) new employees in the City of Santa Fe, for a total of Twenty-Eight (28) employees. The average wage of new employees will be \$40,000.

(2) By December 31, 2029 the Q/E shall employ no fewer than Thirty-Two (32), new employees, while retaining the prior employment figures, for a total of Fifty-Six (56) jobs in the City of Santa Fe. All new employees shall be paid in accordance with the projected total payroll set forth in the Job Creation Commitment and schedule in Section 3, below.

(3) The Q/E's contribution as set forth in Paragraph 1. B herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

- (1) Quarterly Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development quarterly reports due on January 31st, April 30th, July 31st, and October 31st of each year for the preceding quarter's job report filed to the New Mexico Department of Workforce Solutions. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the job creation prerequisites in **Attachment A** Quarterly reports shall be in the form of an affidavit signed by an officer of the Q/E.. Quarterly reports shall include a copy of FORM ES-903a, or an equivalent. document as required by the New Mexico Department of Workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterly report, the Q/E shall include the number of new jobs created and filed that quarter, the average minimum annual salary of the new jobs, the total number of jobs, the total payroll, and the amount of the Q/E's total capital investment, with line items of building improvements and lease payments, to date. The first quarterly report shall certify the number of baseline jobs as of December 31, 2024.

Additionally, Q/E will provide to the State of New Mexico Economic Development Department their most recent quarterly Department of Workforce Solutions 903A Report or its equivalent on a quarterly basis beginning with December 31, 2024,. and continuing on April 30, July 31, and October 31 of each year until the completion of this agreement.

- (2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing body or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

ii) Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next quarterly report, the Q/E shall provide to the City a written report on the construction jobs and wages created by the construction portion of the project

iii) Certification of Non-Interest. The O/E shall certify to the City that to the O/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has any interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

Clawbacks

Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2025	100%
2026	100%
2027	100%
2028	80%
2029	60%

The Q/E has provided the following job ramp for this project.

Job Creation Commitment and Schedule

Year	Cumulative Full Time Job Creation Target	Minimum Job Number	Payroll	Job Determination Period Start	Job Determination Period End	% Clawback
	24 + 4 = 28	28	\$1,160,000	Ordinance Date	12/31/25	100%
2	28 + 6 = 35	34	\$1,405,600	1/01/25	12/31/26	100%
3	34 + 7 = 41	41	\$1,738,528	1/01/26	12/31/27	75%
4	41 + 7 = 48	48	\$2,078,114	1/01/27	12/31/28	75%
5	48 + 8 = 56	56	\$2,467,789	1/01/28	12/31/29	50%

Example Clawback Calculations				
Typical Job Creation Commitment and Schedule for non-City of ABO				
Year	Clawback % on Job Creation % Shortfall	Cumulative Full Time Job Creation Target	Job Determination Period	
			Start	End
1	100%	25	Execution	30-Jun-18
2	100%	75	1-Jul-18	30-Jun-19
3	100%	125	1-Jul-19	30-Jun-20
4	75%	175	1-Jul-20	30-Jun-21
5	50%	200	1-Jul-21	30-Jun-22

Clawback may be exercised if cum hiring target not retained through period
Assumption - Cure period of 6 months

Typical Job Creation Commitment and Schedule City of ABO				
Year	Clawback % on Job Creation % Shortfall	Cumulative Full Time Job Creation Target	Job Determination Period	
			Start	End
1	100%	25	Execution	30-Jun-18
2	100%	75	1-Jul-18	30-Jun-19
3	100%	125	1-Jul-19	30-Jun-20
4	65%	175	1-Jul-20	30-Jun-21
5	65%	200	1-Jul-21	30-Jun-22
6	50%	200	1-Jul-22	30-Jun-23
7	50%	200	1-Jul-23	30-Jun-24
8	50%	200	1-Jul-24	30-Jun-25
9	25%	200	1-Jul-25	30-Jun-26
10	25%	200	1-Jul-26	30-Jun-27

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target)) * 100%

Example - 1 End of 30 Mos, inclusive of cure period

Actual Employees	(a)	60
Cumulative Hiring Target	(b)	75
Job Creation % Shortfall =	(c) = 1-(a/b)	20%
LEDA Dollars Distributed	(d)	\$ 300,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	\$ 60,000.00

Example - 2 End of 66 Mos, inclusive of cure period

Actual Employees	(a)	175
Cum Hiring Target	(b)	200
Job Creation % Shortfall =	(c) = 1-(a/b)	13%
LEDA Dollars Distributed	(d)	\$ 500,000.00
Clawback %	(e)	50%
Penalty	(f) = c*d*e	\$ 31,250.00

Capital Investment Commitment and Schedule

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3-10</u>
Building/Infrastructure	\$132,000	\$113,000	\$768,000
Soft Costs/Equipment	\$52,500	\$1,000	
Total			\$1,066,500
Total Capital Investment to be completed by:	12034		
Local Construction Spend and Procurement Commitment/Requirement/Target:	80 % of all construction spend must be to a NM contractor.		

For the purposes of this Section:

- (1) The "Clawback Penalty" is a penalty that the Q/E will be required to pay the City upon the Q/E's failure to meet the Minimum Job Number on the applicable Job Determination Date.
- (2) "Cure Period" is the period of one hundred eighty (180) days after each Job Determination Date during which time the Q/E shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. If the Q/E meets the Minimum Job Number at any time during the Cure Period, the Q/E shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Q/E fails to reach the Minimum Job Number during the Cure Period, the Q/E shall pay the City a Clawback Penalty determined in accordance with the table set forth above at a rate of 50% (see attached clawback calculator)

(3) A "Job" for this purpose of this section will mean an employment position that consists of at least thirty-two (32) paid hours of work per week and which provides the employee with a full range of benefits offered to other similarly situated Q/E employees.

4. SECURITY FOR CITY'S INVESTMENT

- A) This is a grant project only, with the City acting as fiscal agent. The Q/E has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement; however, if the Q/E is found by the City to be in Default, then the City may elect to demand financial reimbursement by the Q/E.
- B) The Grant Monies must be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.
- C) This grant is secured by a Letter of Credit from an issuing financial institution, with the City as beneficiary, from which the City shall have the right to draw down funds upon the City's presentation of a demand for payment and evidence of Q/E's Default ("Irrevocable Letter of Credit"). The Irrevocable Letter of Credit shall have a term that extends to the term of this Agreement (either via the full duration in the base term or via automatic one-year extensions terminable at the sole option and discretion of the City). At any given time, the Irrevocable Letter of Credit must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made to the Q/E for the Project.
- D) During the term of this Agreement, the Q/E may request a full or partial release of the security interest with the substitution of collateral, repayment of the disbursed appropriation, or proof that the Q/E has met the Economic Development Goals, in part or in whole, under this Agreement. Any full or partial release of the security interest will be proportional to the value of the substitute collateral, repayment, or the portion of Economic Development Goals met which are no longer subject to claw back and according to Attachment A.
- E) Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

5. TERM; SUNSET

- A. This Agreement shall remain in force for 5 years from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 5, below.
- B. This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonably determines that the objectives under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

6. TERMINATION

- A. This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination **in** the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be **in** substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.
- B. The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Grant Monies in full within 45 days prior to the Q/E's intent to repay in full the Grant Monies.

7. STATUS OF THE Q/E

- The Q/E, and its agents and employees are not employees of the City. The Q/E, 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 Agreement. The Q/E shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. ASSIGNMENT AND SUCCESSORS: BINDING EFFECT

- A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.
- B. The Q/E shall not assign or transfer any of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without prior written approval of the City.

9. INDEMNIFICATION: LIABILITY

It is expressly understood and agreed by and between the Q/E and the City that the Q/E shall defend, indemnify, and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions, or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

10. INSURANCE

- A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and

for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" with respect to such coverage as a condition prior to performing under this Agreement.

- B. The Q/E shall also obtain and maintain Workers' Compensation insurance, as required by law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended. 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.

12. 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 the City and the Q/E. 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.

13. RECORDS AND AUDITS

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six years thereafter, all related records, including but not limited to, all financial records, requests for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

14. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the Town for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

15. RELEASE

The Q/E, upon final fulfillment by the City of its obligations under this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

16. CONFIDENTIALITY

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

17. CONFLICT OF INTEREST

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Q/E further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

APPLICABLE LAW; CHOICE OF LAW; VENUE

The Q/E shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City. In any action, suit or legal dispute arising from this Agreement, the Q/E 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.

19. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

21. REPRESENTATIONS AND WARRANTIES

- A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630. The Q/E hereby agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or

connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

- B. The Q/E agrees to comply with the applicable provisions of local, state and federal equal employment opportunity statutes and regulations.

22. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the City and the laws of the State of New Mexico.

23. NON-DISCRIMINATION

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

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.

25. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Johanna Nelson - Director, Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Justin Crowe
Parting Stone Inc.
9 Plaza de Prensa Santa
Fe, NM 87507

26. HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. ATTACHMENTS

All attachments are fully incorporated herein and made a part of this Agreement.

28. COUNTERPARTS

This Agreement may be executed **in** counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. REPRESENTATION ON AUTHORITY OF SIGNATORIES

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

Alan Webber (Dec 11, 2024 08:19 MST)

Alan Webber, Mayor

ATTEST:

htdtea Satant

Andrea Salazar (Dec 11, 2024 08:45 MST)

City Clerk

XIV

GB MTG 10/30/2024

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Nov 12, 2024 10:41 MST)

Assistant City Attorney

APPROVED FOR FINANCES

Emily K. Oster

Emily Oster, Finance Director

QUALIFYING ENTITY:

Parting Stone Inc.
By: [Signature]
Justin Crowe

Date: 8/27/24

STATE OF NEW MEXICO)

) ss

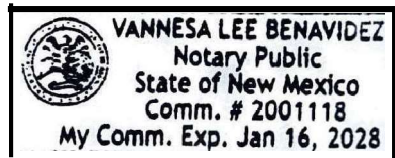
COUNTY OF SANTA FE)

Notarized Affidavit

17th day of July, 2024, by

Justin Crowe on behalf of Parting Stone Inc.

[Signature]
Notary Public



My commission expires: 1/16/27

Attachment A

INTERGOVERNMENTAL AGREEMENT NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the New Mexico State Legislature enacted Laws 2014, Chapter 63, Section 5, Subsection 33 which appropriated ten million dollars (\$10,000,000) to EDD "[f]or economic development projects pursuant to the Local Economic Development Act" (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1, et seq., ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts... " Section 5-10-2(B); and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42, which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No. IQ___ ("Ordinance") to approve the economic development project ("Project") to secure the expansion of Parting Stone Inc., a New Mexico corporation ("Parting Stone") within the City; and

WHEREAS, the City has entered into a Local Economic Development Project Participation Agreement ("PPA") with Parting Stone and, pursuant to the terms of that PPA, Parting Stone will provide a substantive contribution in exchange for the public contribution. A copy of the PPA and any amendments are attached hereto as **Exhibit A**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate the disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) (the "State Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of the implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will transfer an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to the LEDA statutes. In exchange for the appropriation, Parting Stone will create Thirty-Two (32) new jobs and contribute up to One Million Sixty-Six Thousand Five Hundred Dollars (\$1,066,500) in capital investment within ten (10) years after the execution of this Agreement. In August 2024, Parting Stone's starting headcount is 24 full-time jobs, so the starting headcount for this Project is the net jobs above 24 jobs. The EDD expressly agrees that "new" jobs are those jobs created by Parting Stone on or after the date of LEDA Ordinance adoption. The City will quarterly review the Project timeline and progress until the ten-year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than \$150,000.00 in Funds has been reimbursed to EDD. In the event that Parting Stone falls below the hiring target in any given period, reimbursements will be suspended until the hiring target is achieved and sustained for at least ninety (90) days.

The EDD and the City agree that the failure of Parting Stone to make its required contribution, as defined in the PPA, will result in a violation of the terms and conditions of the PPA. Such violation, after any cure period granted, will require that the City foreclose on the security interest. All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement by reference. All State funds recaptured from Parting Stone by the City shall be returned to EDD within 60 days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the State.
2. Notify the EDD in writing of any default by Parting Stone within 60 days of the event of default, as defined in the PPA ("Default");
2. Serve as fiscal agent for the State Funds transferred to it under this Agreement;
3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:
 - a. Account for receipts and disbursements of reimbursed State Funds;
 - b. Provide the EDD with the required financial documentation pertaining to this disbursement; and
 - c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the City Council accepting the Project for Parting Stone as a qualifying entity pursuant to LEDA. Such documentation shall include a fully executed copy of the Parting Stone security interest, copies of invoices, and other documentation as required by the EDD within the time required; and
4. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of State Funds described in this Agreement; and

5. Monitor job creation by Parting Stone and report the number of jobs created each quarter to EDD for a period of ten (10) years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by Parting Stone to the City, on file with the New Mexico Department of Workforce Solutions.

The Parties have created a disbursement schedule in the PPA, which is hereby incorporated into this Agreement and made a part hereof by this reference as though set forth in fu II.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State Funds;
2. It has the legal authority to receive and expend the State Funds;
3. It will enforce the provisions of Ordinance No..IQ_ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from Parting Stone;

6. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;
8. It will notify the EDD of any Default within sixty (60) days of an event of Default. Further, the City shall provide the opportunity for any Default to be cured by Earth Traveler, in accordance with the PPA prior to termination thereof;
9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require Parting Stone to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and
10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) from the Appropriation to the City for expenditures made to implement the Project; and
2. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Parting Stone documents to the City's satisfaction that the required Economic and Development Goals, as defined in the PPA, have been satisfied, or until the PPA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as the EDD may require.
3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of Parting Stone, which Parting Stone is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that Parting Stone is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by Parting Stone with

the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect job creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

If to the EDD:

Attn: Mark Roper
NM Economic Development
Department, Division Director
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mark.Roper@state.nm.us

If to the City:

Attn: Johanna Nelson
Director, Office of Economic
Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
jcnelson@santafenm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

Alan Webber (Dec 11, 2024 08:19 MST)

Alan M. Webber, Mayor

ATTEST:

htdteaSatazar

Andrea Salazar (Dec 11, 2024 08:45 MST)

City Clerk

XIV

GB MTG 10/30/2024

CITY ATTORNEY'S OFFICE:

Tu.tnlia feahati

Patricia Feghali (Nov 12, 2024 10:41 MST)

Assistant City Attorney

APPROVED AS TO FINANCE:


Emily K. Oster

Emily Oster, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: Mark Roper -----

Mark Roper, Division Director

Date: 1/7/2025 ----- 

By Jesika Ulibarri -----

Jesika Ulibarri

Its: General Counsel, certifying legal sufficiency

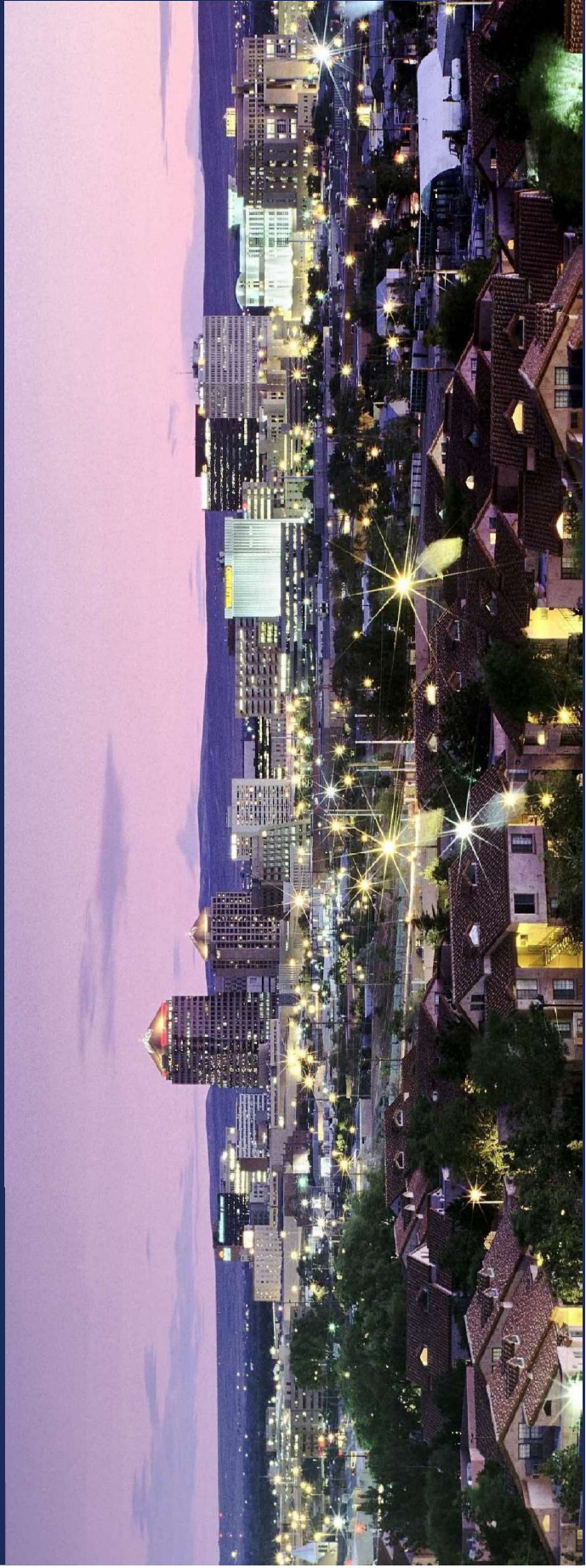


12/16/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF PARTING STONE

Prepared by:

New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505





Purpose and Limitations:

This report and analysis, provided by the New Mexico Economic Development Department, relies on prospective estimates of business activity. These estimates, which are provided by the company, may not be realized due to unforeseen events that are outside the control of the company and unknown to the New Mexico Economic Development Department.

The New Mexico Economic Development Department made reasonable efforts to ensure that the estimates provided by the company, are realistic estimates of future activity.

The model was created by the New Mexico Economic Development Economists and used assumptions to generate the final report. The report and analysis provided by the New Mexico Economic Development Department is not a guarantee that any of the estimates or results contained in this report will actually be achieved.

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

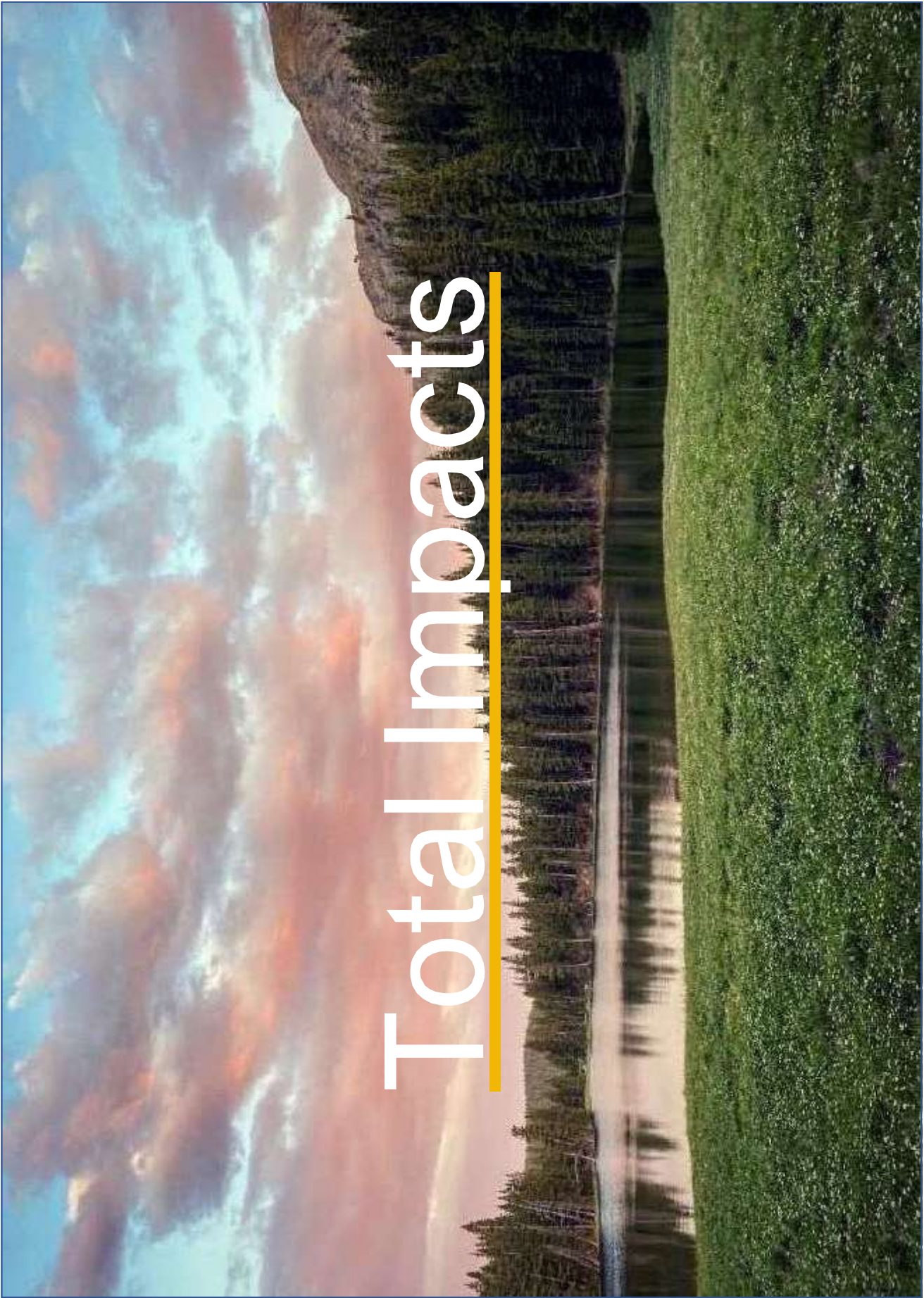
Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City, 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

Parting Stone has created the first-ever complete alternative to cremated remains so that families choosing cremation could feel close and connected to loved ones after death. Instead of receiving a bag of ash, Parting Stone's solidification service now allows families to receive remains in a form that resembles a collection of stones. We call this new form of human and animal cremation remains "solidified remains." In the first 2 years we have seen an overwhelmingly positive response to solidified remains from both families and the death care industry at large. Funeral homes are excited to offer a new disposition form that serves a segment of their customers who previously didn't know what to do with ashes while increasing their bottom line. Families are pleased to have a form of remains to share with their family that feels comforting and meaningful.

Description of the Project:

Over the last 2 years, Parting Stone, Inc. has seen rapid growth and we are seeking a \$1,000,000 LEDA grant to renovate and upgrade our new lab facility. To sustain Parting Stone's continued growth, we are moving into a new, larger lab facility to accommodate additional orders, adding staff to fuel a growth model that has proven to be effective, and building inventory in a new vertical where customers are already asking us for a solution. This LEDA grant will be used to create lasting value for our company and for the Santa Fe community. First, the increase in orders has created a need for additional infrastructure. Additionally, we are partnered with a national funeral home supplier, Matthews International. They are currently offering us in their western region and over the next 5 years we plan to be rolled out in all of the regions their service covers. With this massive increase in orders in the near future, upgrading the new facility to handle the increase in production is an essential and urgent part of our growth.



Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

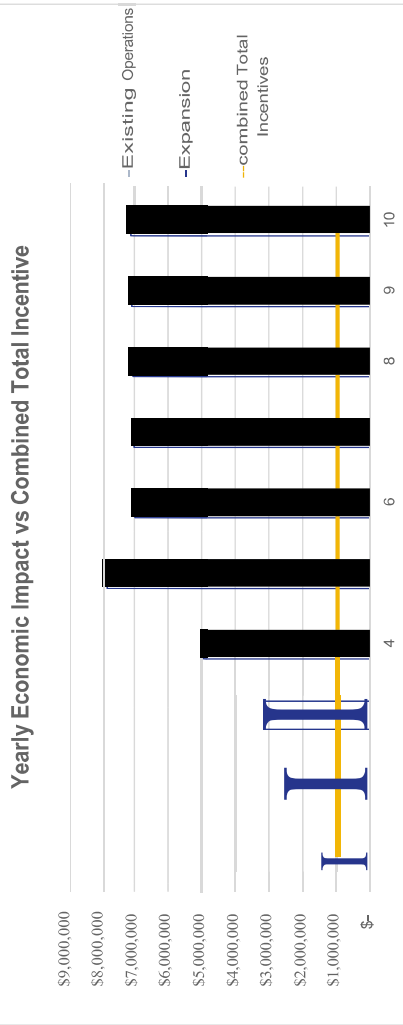
Cumulative Net Benefits				
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*
State of New Mexico	\$	2,360,434	\$ 2,360,434	\$ 1,796,670
County	\$	344,282	\$ 344,282	\$ 264,413
City	\$	572,817	\$ 572,817	\$ 441,846
School District	\$	25,270	\$ 25,270	\$ 19,182
Special Taxing District	\$	10,193	\$ 10,193	\$ 7,738
Total	\$	3,312,996	\$ 3,312,996	\$ 2,529,848

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

Estimated Economic Impact Over 10 Years:	\$ 54,933,273
Combined Total Incentive Over 10 Years:	\$ 963,324
Economic Impact Rate of Return:	5.602%

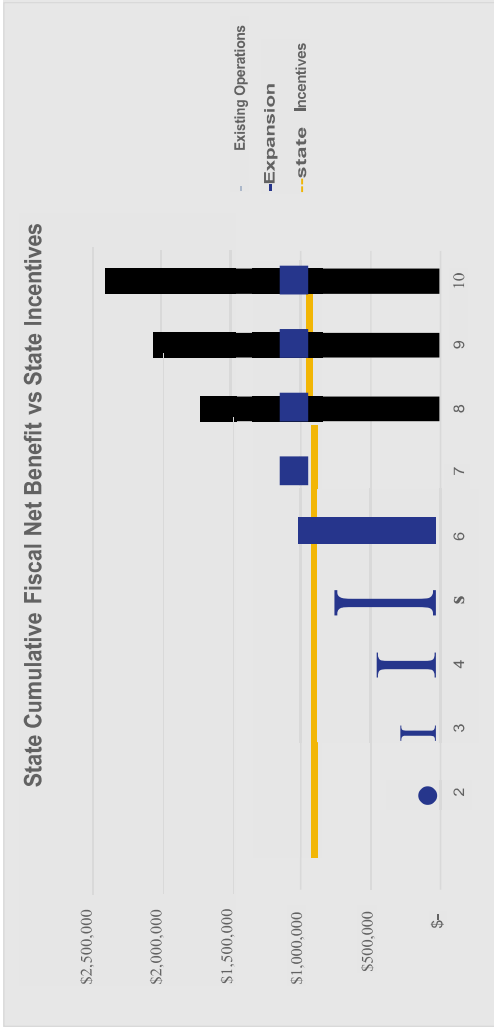


Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	89	42
Estimated Number of Construction Workers:	11	11
Estimated Number of New Residents to the State:	13	13
Estimated Number of New Residents to the County:	26	26
Estimated Number of New Residents to the City:	23	23

State Impacts





Incentives

Total State Incentive:	\$ 938,324
State Incentive Per Job:	\$ 10,543

Combined Payback and Return

State Payback Period Combined:	5.66 Years
State Rate of Return Combined:	91%

Expansion Only Payback and Return

State Payback Period Expansion:	5.66 Years
State Rate of Return Expansion:	91%

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$

9

9

9

9

10

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 46,552	\$ 1,372	\$ 45,180	\$ 45,180
2	\$ 91,527	\$ 4,034	\$ 87,494	\$ 132,674
3	\$ 126,904	\$ 6,053	\$ 120,851	\$ 253,524
4	\$ 196,797	\$ 9,873	\$ 186,924	\$ 440,448
5	\$ 312,546	\$ 16,057	\$ 296,489	\$ 736,937
6	\$ 321,918	\$ 16,419	\$ 305,500	\$ 1,042,437
7	\$ 331,586	\$ 16,788	\$ 314,798	\$ 1,357,235
8	\$ 341,559	\$ 17,166	\$ 324,393	\$ 1,681,628
9	\$ 351,846	\$ 17,552	\$ 334,294	\$ 2,015,922
10	\$ 362,459	\$ 17,947	\$ 344,512	\$ 2,360,434

State Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 46,552	\$ 1,372	\$ 45,180	\$ 45,180
2	\$ 91,527	\$ 4,034	\$ 87,494	\$ 132,674
3	\$ 126,904	\$ 6,053	\$ 120,851	\$ 253,524
4	\$ 196,797	\$ 9,873	\$ 186,924	\$ 440,448
5	\$ 312,546	\$ 16,057	\$ 296,489	\$ 736,937
6	\$ 321,918	\$ 16,419	\$ 305,500	\$ 1,042,437
7	\$ 331,586	\$ 16,788	\$ 314,798	\$ 1,357,235
8	\$ 341,559	\$ 17,166	\$ 324,393	\$ 1,681,628
9	\$ 351,846	\$ 17,552	\$ 334,294	\$ 2,015,922
10	\$ 362,459	\$ 17,947	\$ 344,512	\$ 2,360,434

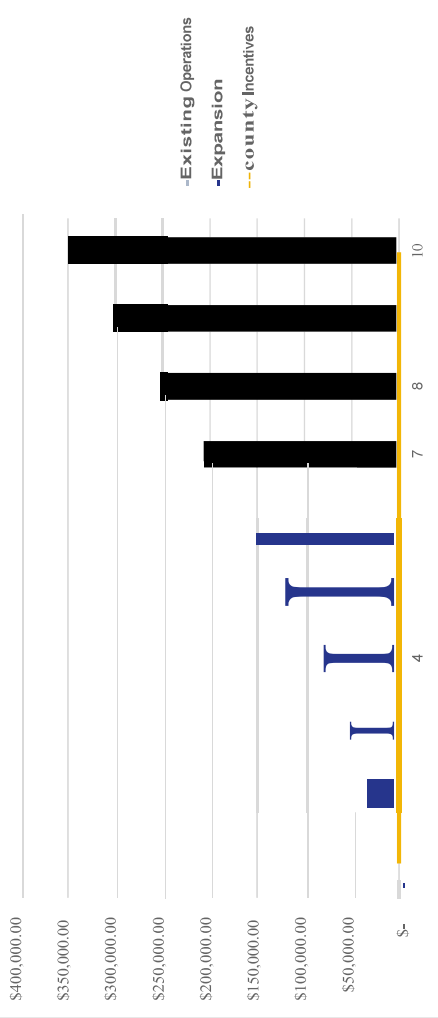
State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue	
Gross Receipt Taxes	\$ 833,943
Personal Income Taxes	\$ 1,457,185
Corporate Income Taxes	\$
Misc. Taxes and Revenue	\$ 192,567
Subtotal of Benefits	\$ 2,483,695
Costs	
Costs	\$ 123,261
Subtotal of Costs	\$ 123,261
Net Benefits	\$ 2,360,434
Present Value	\$ 1,796,670

County Impacts



County Cumulative Fiscal Net Benefit vs County Incentives



Incentives

Total County Incentive: \$
 County Incentive Per Job: \$

Combined Payback and Return

County Payback Period Combined: Years
 County Rate of Return Combined: N/A

Expansion Only Payback and Return

County Payback Period Expansion: Years
 County Rate of Return Expansion: N/A

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$

9

9

9

9

10

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 11,457	\$ 158	\$ 11,298	\$ 11,298
2	\$ 16,748	\$ 465	\$ 16,283	\$ 27,581
3	\$ 20,987	\$ 698	\$ 20,290	\$ 47,871
4	\$ 29,114	\$ 1,138	\$ 27,977	\$ 75,848
5	\$ 42,164	\$ 1,850	\$ 40,314	\$ 116,161
6	\$ 43,902	\$ 1,892	\$ 42,010	\$ 158,171
7	\$ 45,695	\$ 1,935	\$ 43,760	\$ 201,932
8	\$ 47,545	\$ 1,978	\$ 45,566	\$ 247,498
9	\$ 49,453	\$ 2,023	\$ 47,430	\$ 294,928
10	\$ 51,422	\$ 2,068	\$ 49,354	\$ 344,282

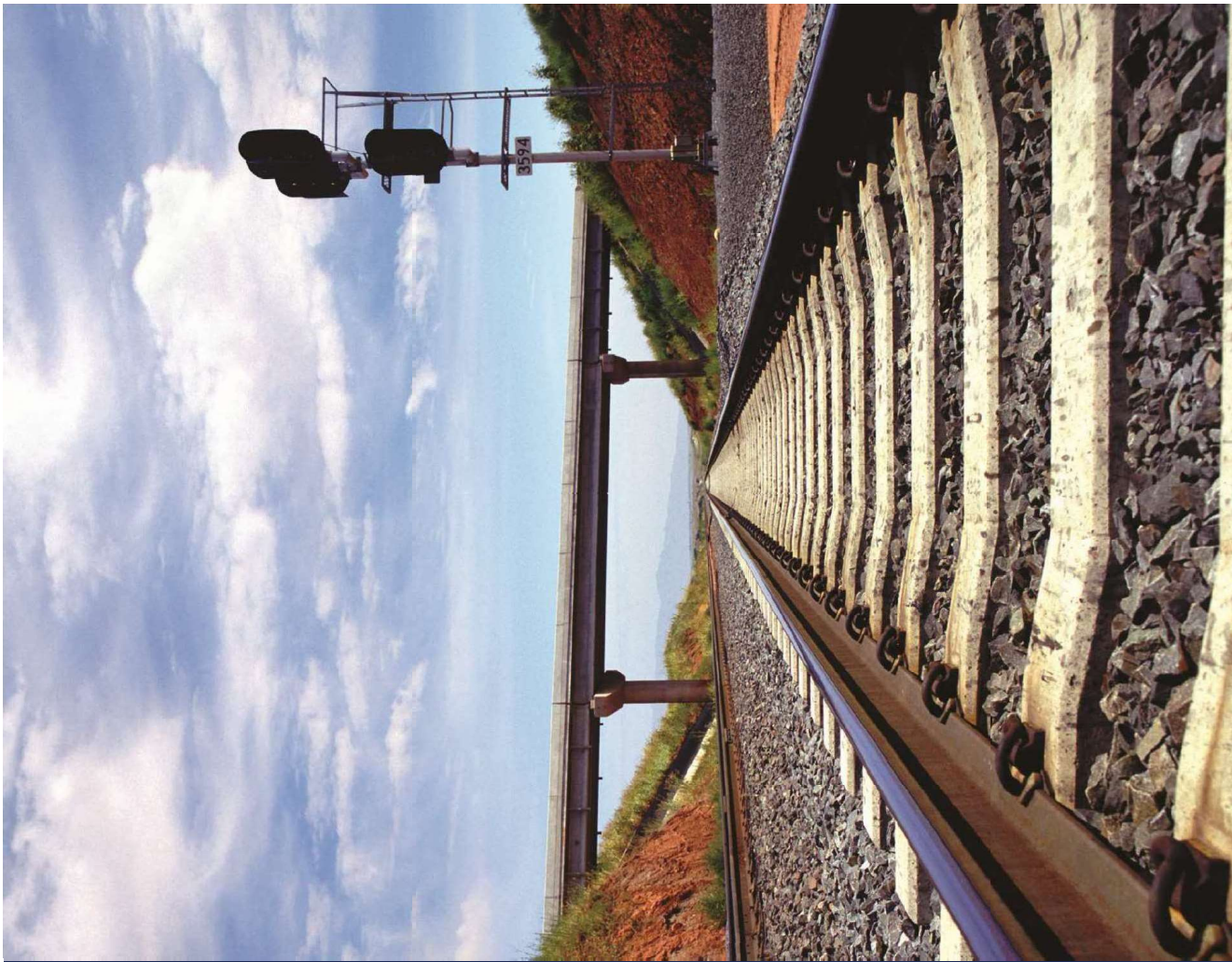
County Combined Net Benefits

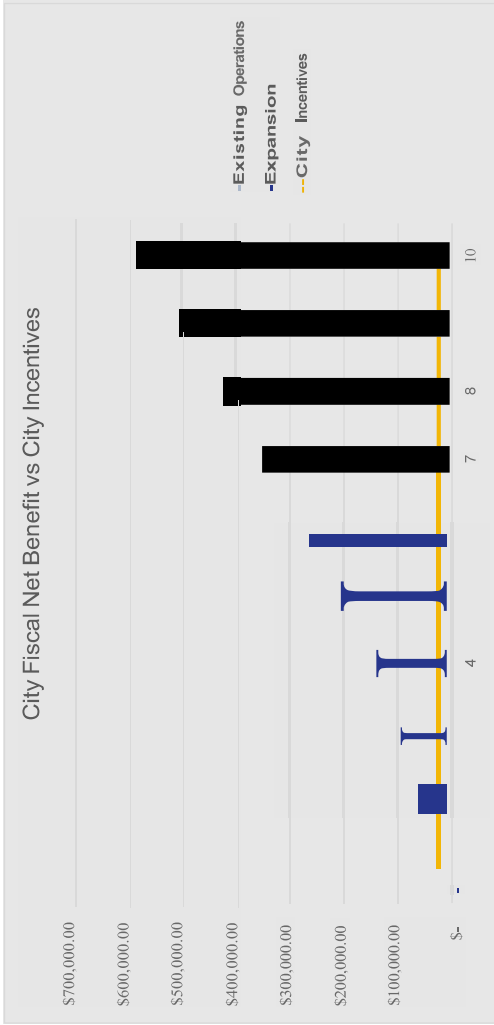
Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 11,457	\$ 158	\$ 11,298	\$ 11,298
2	\$ 16,748	\$ 465	\$ 16,283	\$ 27,581
3	\$ 20,987	\$ 698	\$ 20,290	\$ 47,871
4	\$ 29,114	\$ 1,138	\$ 27,977	\$ 75,848
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8	\$ 47,545	\$ 1,978	\$ 45,566	\$ 247,498
9	\$ 49,453	\$ 2,023	\$ 47,430	\$ 294,928
10	\$ 51,422	\$ 2,068	\$ 49,354	\$ 344,282

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue	
Gross Receipt Taxes	\$ 320,747
Misc. Taxes and Revenue	\$ 4,153
Property Taxes	\$ 33,586
Subtotal of Benefits	\$ 358,486
Costs	
Costs	\$ 14,204
Subtotal of Costs	\$ 14,204
Net Benefits	\$ 344,282
Present Value	\$ 264,413

City Impacts





Incentives

Total City Incentive:	\$	25,000
City Incentive Per Job:	\$	281

Combined Payback and Return

City Payback Period Combined:	1.11 Years
City Rate of Return Combined:	1667%

Expansion Only Payback and Return

City Payback Period Expansion:	1.11 Years
City Rate of Return Expansion:	1667%

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 23,128	\$ 1,291	\$ 21,837	\$ 21,837
2	\$ 33,414	\$ 4,041	\$ 29,373	\$ 51,210
3	\$ 41,584	\$ 6,129	\$ 35,454	\$ 86,665
4	\$ 56,741	\$ 10,083	\$ 46,658	\$ 133,323
5	\$ 83,486	\$ 16,489	\$ 66,997	\$ 200,320
6	\$ 86,234	\$ 16,856	\$ 69,379	\$ 269,698
7	\$ 89,077	\$ 17,230	\$ 71,847	\$ 341,546
8	\$ 92,019	\$ 17,613	\$ 74,406	\$ 415,951
9	\$ 95,062	\$ 18,004	\$ 77,058	\$ 493,009
10	\$ 98,211	\$ 18,404	\$ 79,808	\$ 572,817

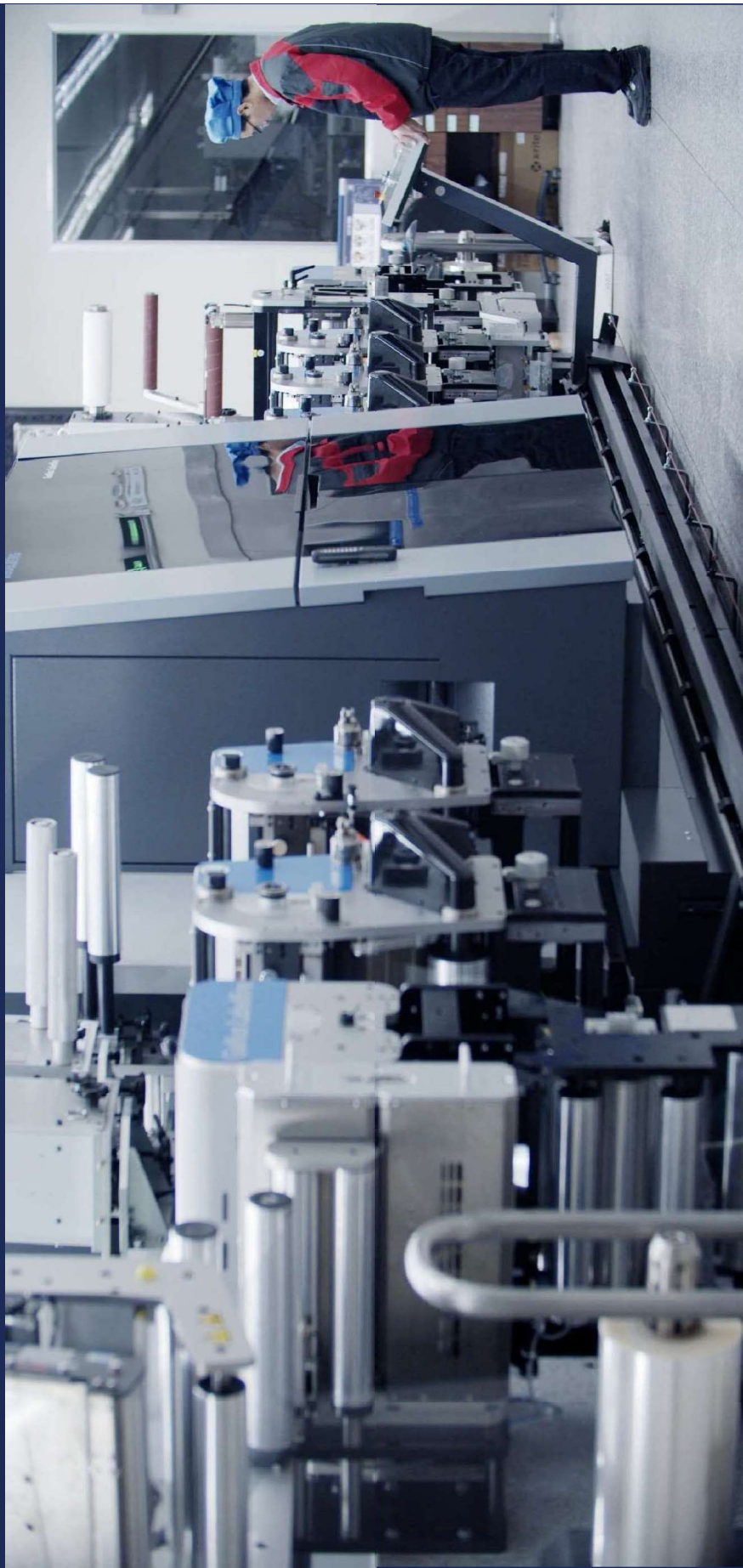
City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 23,128	\$ 1,291	\$ 21,837	\$ 21,837
2	\$ 33,414	\$ 4,041	\$ 29,373	\$ 51,210
3	\$ 41,584	\$ 6,129	\$ 35,454	\$ 86,665
4	\$ 56,741	\$ 10,083	\$ 46,658	\$ 133,323
5	\$ 83,486	\$ 16,489	\$ 66,997	\$ 200,320
6	\$ 86,234	\$ 16,856	\$ 69,379	\$ 269,698
7	\$ 89,077	\$ 17,230	\$ 71,847	\$ 341,546
8	\$ 92,019	\$ 17,613	\$ 74,406	\$ 415,951
9	\$ 95,062	\$ 18,004	\$ 77,058	\$ 493,009
10	\$ 98,211	\$ 18,404	\$ 79,808	\$ 572,817

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue	
Gross Receipt Taxes	\$ 649,513
Misc. Taxes and Revenue	\$ 40,973
Property Taxes	\$ 8,471
Subtotal of Benefits	\$ 698,957
Costs	
Costs	\$ 126,140
Subtotal of Costs	\$ 126,140
Net Benefits	\$ 572,817
Present Value	\$ 441,846

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 263	\$ -	\$ 263	\$ 263
2	\$ 446	\$ -	\$ 446	\$ 710
3	\$ 600	\$ -	\$ 600	\$ 1,309
4	\$ 779	\$ -	\$ 779	\$ 2,089
5	\$ 992	\$ -	\$ 992	\$ 3,081
6	\$ 1,132	\$ -	\$ 1,132	\$ 4,213
7	\$ 1,274	\$ -	\$ 1,274	\$ 5,487
8	\$ 1,419	\$ -	\$ 1,419	\$ 6,906
9	\$ 1,568	\$ -	\$ 1,568	\$ 8,474
10	\$ 1,719	\$ -	\$ 1,719	\$ 10,193

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 263	\$ -	\$ 263	\$ 263
2	\$ 446	\$ -	\$ 446	\$ 710
3	\$ 600	\$ -	\$ 600	\$ 1,309
4	\$ 779	\$ -	\$ 779	\$ 2,089
5	\$ 992	\$ -	\$ 992	\$ 3,081
6	\$ 1,132	\$ -	\$ 1,132	\$ 4,213
7	\$ 1,274	\$ -	\$ 1,274	\$ 5,487
8	\$ 1,419	\$ -	\$ 1,419	\$ 6,906
9	\$ 1,568	\$ -	\$ 1,568	\$ 8,474
10	\$ 1,719	\$ -	\$ 1,719	\$ 10,193

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -
7	\$ -	\$ -	\$ -	\$ -
8	\$ -	\$ -	\$ -	\$ -
9	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ -	\$ -	\$ -

Public Schools Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 651	\$ -	\$ 651	\$ 651
2	\$ 1,104	\$ -	\$ 1,104	\$ 1,755
3	\$ 1,485	\$ -	\$ 1,485	\$ 3,240
4	\$ 1,932	\$ -	\$ 1,932	\$ 5,172
5	\$ 2,466	\$ -	\$ 2,466	\$ 7,638
6	\$ 2,810	\$ -	\$ 2,810	\$ 10,448
7	\$ 3,161	\$ -	\$ 3,161	\$ 13,609
8	\$ 3,519	\$ -	\$ 3,519	\$ 17,128
9	\$ 3,885	\$ -	\$ 3,885	\$ 21,012
10	\$ 4,258	\$ -	\$ 4,258	\$ 25,270

Public Schools Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$ 651	\$ -	\$ 651	\$ 651
2	\$ 1,104	\$ -	\$ 1,104	\$ 1,755
3	\$ 1,485	\$ -	\$ 1,485	\$ 3,240
4	\$ 1,932	\$ -	\$ 1,932	\$ 5,172
5	\$ 2,466	\$ -	\$ 2,466	\$ 7,638
6	\$ 2,810	\$ -	\$ 2,810	\$ 10,448
7	\$ 3,161	\$ -	\$ 3,161	\$ 13,609
8	\$ 3,519	\$ -	\$ 3,519	\$ 17,128
9	\$ 3,885	\$ -	\$ 3,885	\$ 21,012
10	\$ 4,258	\$ -	\$ 4,258	\$ 25,270

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

	County	City	Schools	Special Taxing District
	0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

	County	City	Schools	Special Taxing District
	0%	0%	0%	0%

Value of Exemption

Through 10 Years: \$ \$ \$ \$ \$

*Value of Payment in Lieu of Taxes

Through 10 Years: \$ \$ \$ \$ \$

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption			
Through 10 Years: \$	\$	\$	\$

1.31.25 Parting Stone BAR

Final Audit Report

2025-01-31

Created:	2025-01-31
By:	Casey Dalbor (cjdalbor@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7G6mh8paYE6PF3FG_YyWe_NEHh91Jo4w

"1.31.25 Parting Stone BAR" History

-  Document created by Casey Dalbor (cjdalbor@santafenm.gov)
2025-01-31 - 5:10:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-01-31 - 5:13:15 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-01-31 - 5:16:08 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-01-31 - 5:16:22 PM GMT - Time Source: server- IP address: 104.156.39.164
-  Agreement completed.
2025-01-31 - 5:16:22 PM GMT



Date: January 15, 2025

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

From: Manuel Sanchez, Senior Services Division Director *Manuel Sanchez*
Manuel Sanchez (Jan 15, 2025 17:03 MST)

Via: Maria Sanchez-Tucker, Community Services Department Director *Maria Sanchez-Tucker*
Maria Tucker (Jan 16, 2025 09:22 MST)

Subject: Grant A20E5289 Agreement Amendment

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

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #23-0013 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5289 (Mary Esther Gonzales Senior Center - Planning & Design of New Senior Center) to Extend the Term through 06/30/2025 with No Corresponding Change in Cost. Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov, 505-955-4710

CONTRACT NUMBER:

The FY24Munis contract number is 3203827.

BACKGROUND AND SUMMARY:

On January 26, 2023, the City of Santa Fe entered into a Grant Agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant, Agreement #A20E5289 in the Total amount of \$358,865.00 to plan and design a new senior center in Santa Fe.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

Chief Procurement Officer (CPO) / Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: COMDEV/Fund 345
Munis Org Name/Number: SnrCmDvDIP/345981
Munis Object Name/Number: WIP Design/572960

Budget Officer / Designee: _____ Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: COM2324109

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment

Procurement Checklist

Summary of Contracts

Approved Grant Agreement Item 23-0013 (Approved 1/26/23)

GRANT AGREEMENT AMENDMENT 1 – A20E5289

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

- I. This is an AMENDMENT to the GRANT AGREEMENT between Aging and Long-Term Services Department, hereafter known as "Department", or abbreviation such as "ALTSd", and Mary Esther Gonzales senior center, in the City of Santa Fe, in Santa Fe County, hereinafter called the "Grantee". When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.
- II. AMENDMENT: This amendment seeks to extend the reversion date for encumbered funds under Senate Bill 207 from the 2020 Capital Projects General Obligation Bond Act. The current reversion date of June 30, 2024. The proposed extension is until June 30, 2025.
- III. The amendment is to extend the expenditure period for those encumbered obligations submitted prior to the original reversion date in the amount of \$250,074.23.
- IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.
- V. The Department's point of contact for this Amended GRANT AGREEMENT is:

Name: Tasha Martinez
Title: Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505.316.8900

- VI. The Grantee's point of contact for this Amended GRANT AGREEMENT is:

Grantee: City of Santa Fe
Name: Manuel Sanchez
Title: Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: mnsanchez@santafenm.gov
Telephone: 505-955-4710

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Aging and Long-Term Services Department

Grantee

Signature

Signature

Print/Cabinet Secretary or Designee

Print/Type Name and Title

Date

Date

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

____ See Page 2 _____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY’S OFFICE:

Pm

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: State of New Mexico Aging & Long-Term Services Department
Procurement/contract Title: Mary Esther Gonzales Senior Center Planning & Design
Procurement Method/Vehicle: Sole Source State Price Agreement/Existing
Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98
 Small Purchase (Contract Under \$60,000) Other: Grant

Requesting Department: Community Services **Staff Name:** Manuel Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Manuel Sanchez Senior Services Division Director 6/26/2024
 Department Point of Contact Title Date

Maria Tucker _____ _____
 Department Director Date

_____ _____ _____
 Chief Procurement Officer Date

N/A _____ _____
 ITT Representative Title Date



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203827

Contractor: State of New Mexico Aging and Long Term Services Department

Description: For the plan and design of a new Senior Center

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2024 Term End Date: 06/30/2025

Approved by Council Date: _____

Contract / Lease: Grant Agreement #A20E5289

Amendment # 1 to the Original Contract / Lease # GA #A20E5289

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: 06/30/2025

Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: NM Dept of Fin and Admin - 490210 Org / Object: 3459981/572960

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Theresa Trujillo Phone # 505-955-4745

Email: ttrujillo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)	Title	Date

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 26 day of January, 2023,
by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New
Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe,
hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 90 the Legislature made an
appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to
this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-
Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by
law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5289 \$358,865 APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 90, three hundred fifty-eight thousand eight hundred
sixty-five dollars \$358,865 to plan and design the Mary Esther Gonzales senior center in Santa Fe in Santa Fe
County.

The Grantee's total reimbursements shall not exceed the appropriation three hundred fifty-eight thousand eight
hundred sixty-five dollars \$358,865 (the "Appropriation Amount") minus the allocation for Art in Public Places
("AIPP amount")¹, if applicable, zero dollars \$0.00, which three hundred fifty-eight thousand eight hundred sixty-
five dollars \$358,865, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the
purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws
cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of
the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)."
Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name: Gino Rinaldi
Title: Director
Address: PO Box 909 Santa Fe NM 87504
Email: earinaldi@santafenm.gov
Phone: 505-955-4710

Name: Caryn Grosse
Title: Facilities CIP Project Administrator
Address: 2651 Siringo Road, Building E Santa Fe, NM 87505
Email: clgrosse@santafenm.gov
Phone: 505-955-5938

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
request such additional information regarding the Project as it deems necessary; and
conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS: PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

“This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.
- B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified

by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE



Signature of Official with Authority to Bind Grantee

By: Alan Webber
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Jan 15, 2023
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: Katrina Holman-Lopez Date: 1/26/2023
ALTSD Cabinet Secretary

By: Michal M. Hayes Date: 1/25/2023
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: Valerie Garcia Date: 1/25/2023
ALTSD Chief Financial Officer

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____

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

Department Rep. Approver: _____

Tide: _____

Signature: _____

Date: _____

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

EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

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

This Capital Outlay Special Grant Condition(s) Exhibit 3 is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
 ALTSD CAPITAL OUTLAY
 PROJECT DESCRIPTION
 SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
 SCOPE OF WORK (SOW)

(Please email per instructions to ALTSD in WORD format)

1. Name of Grantee/ Fiscal Agent: City of Santa Fe
2. Project Title: Planning and Design of New Center
3. Grant Agreement Number: A20E5289
4. Background Narrative: The US census population projection, within a decade, the city of Santa Fe will see a Marked increase in population of Baby Boomer retirees. Nationally, from now until 2030, 10,000 baby boomers each day will hit retirement age. In the City of Santa Fe, it is projected that 33% of the population will be sixty plus. The 60 plus population will be larger than the 18 and younger. All current senior centers are in the northeast portion of the city. We are seeing a significant increase in growth in the western and southern portions of the city. Adding to the complexity of meeting future challenges is the attitude and behavior of the Baby Boomers which are markedly different from the previous generation that uses the Mary Esther Gonzales Senior Center. The result of the annual Title III program quality survey shows that a new Senior Center in the Southern portion of the city is needed.
5. Work Plan: Provide Plan and Design of New Senior Center

6. Budget Detail:

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		\$358,865
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		
Other Costs (specify)		
Totals		\$358,865

7. Performance Measures: Provide Plan and Design of New Senior Center

8. **Results Expected:** Plan & Design process will include feasibility and location study, architectural drawings, and plans, engineering, archaeological and environmental surveys or clearances, zoning, design activities necessary if seeking LEED certification, and all other steps incident to create a plan for final product.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	April 2023
Bid Closing	May 2023
Bid Award to Contractor/Vendor	June 2023
Purchase/Install Equipment	
Project Completion & Review	December 2023
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau	Monthly from award of Bid

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Gino Rinaldi
 Title: Division Director
 Address: PO Box 909 Santa Fe NM 87504
 Email: earinaldi@santafenm.gov
 Phone: 505-955-4710

Name: Caryn Grosse
 Title: Facilities CIP Project Administrator
 Address: 2651 Siringo Road, Building E, Santa Fe, NM 87505
 Email: clgrosse@santafenm.gov
 Phone: (505) 955-5938

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.











Grant Agreement Amendment 1 Design - A20E5289

Final Audit Report

2025-01-22

Created:	2025-01-15
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASJZCUaFOB63-1raMT5M4cwDUdux794mn

"Grant Agreement Amendment 1 Design - A20E5289" History

-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-01-15 - 11:56:49 PM GMT- IP address: 63.232.20.2
-  Document emailed to Manuel Sanchez (mnsanchez@santafenm.gov) for signature
2025-01-15 - 11:57:53 PM GMT
-  Email viewed by Manuel Sanchez (mnsanchez@santafenm.gov)
2025-01-16 - 0:03:22 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Manuel Sanchez (mnsanchez@santafenm.gov)
Signature Date: 2025-01-16 - 0:03:31 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Maria Tucker (metucker@santafenm.gov) for signature
2025-01-16 - 0:03:33 AM GMT
-  Email viewed by Maria Tucker (metucker@santafenm.gov)
2025-01-16 - 4:22:28 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Maria Tucker (metucker@santafenm.gov)
Signature Date: 2025-01-16 - 4:22:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-16 - 4:22:45 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-18 - 8:32:36 PM GMT- IP address: 174.218.17.100
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-22 - 6:02:40 PM GMT- IP address: 104.47.65.254



Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-22 - 6:04:02 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2025-01-22 - 6:04:02 PM GMT



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Acrobat Sign

Date: January 15, 2025

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

From: Manuel Sanchez, Senior Services Division Director 
Manuel Sanchez (Jan 30, 2025 17:21 MST)

Via: Maria Sanchez-Tucker, Community Services Department Director 
Maria Tucker (Jan 31, 2025 08:27 MST)

Subject: Grant A20E5289 Agreement Amendment

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

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #23-0013 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5289 Mary Esther Gonzales Senior Center - Planning & Design of New Senior Center to Extend the Term through 06/30/2025. (Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov)

CONTRACT NUMBER:

The FY24Munis contract number is 3203827.

BACKGROUND AND SUMMARY:

On January 26, 2023, the City of Santa Fe entered into a Grant Agreement with the State of New Mexico Aging and Long-Term Services Department (ALTSD) Capital Appropriation Project Grant, Agreement #A20E5289 in the Total amount of \$358,865.00 to plan and design a new senior center in Santa Fe. In August 2024, the Governing Body approved Amendment 1 to this agreement to extend the term of the grant. ALTSD did not execute that Amendment 1 and has asked for this form of Amendment 1 to be approved by Governing Body. The work on plan and design of a new senior center will be completed before the new expiration date of June 30, 2025.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: COMDEV/Fund 345

Munis Org Name/Number: SnrCmDvDIP/345981

Munis Object Name/Number: WIP Design/572960

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

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

Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

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

Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

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

Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment #1

Approved Grant Agreement Item 23-0013 (Approved 1/26/23)



CITY OF SANTA FE

Date: January 15, 2025

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

From: Manuel Sanchez, Senior Services Division Director *Manuel Sanchez*
Manuel Sanchez (Jan 15, 2025 17:03 MST)

Via: Maria Sanchez Tucker, Community Services Department Director *m*
Maria Tucker (Jan 15, 2025 17:04 MST)

Subject: Grant A20E5290 Agreement Amendment

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

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #22-0514 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5290 (Mary Esther Gonzales Senior Center – Vehicles) to Extend the Term through 06/30/2025 with No Corresponding Change in Cost. Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov, 505-955-4710.

CONTRACT NUMBER:

The FY24 Munis contract number is 3203689

BACKGROUND AND SUMMARY:

On October 29, 2022, the City of Santa Fe entered into a Grant agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant, Agreement #A20E5290 in the Total amount of \$827,000 to purchase and equip Mary Esther Gonzales Senior Center Vehicles.

GRANT AGREEMENT AMENDMENT 1 – A20E5290

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

- I. This is an AMENDMENT to the GRANT AGREEMENT between Aging and Long-Term Services Department, hereafter known as “Department”, or abbreviation such as “ALTSD”, and Mary Esther Gonzales senior center, in the City of Santa Fe, in Santa Fe County, hereinafter called the “Grantee”. When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.
- II. AMENDMENT: This amendment seeks to extend the reversion date for encumbered funds under Senate Bill 207 from the 2020 Capital Projects General Obligation Bond Act. The current reversion date of June 30, 2024. The proposed extension is until June 30, 2025.
- III. The amendment is to extend the expenditure period for those encumbered obligations submitted prior to the original reversion date in the amount of \$546,900.32.
- IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.
- V. The Department’s point of contact for this Amended GRANT AGREEMENT is:

Name: Tasha Martinez
Title: Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505.316.8900

- VI. The Grantee’s point of contact for this Amended GRANT AGREEMENT is:

Grantee: City of Santa Fe
Name: Manuel Sanchez
Title: Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: mnsanchez@santafenm.gov
Telephone: 505-955-4710

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Aging and Long-Term Services Department

Grantee

Signature

Signature

Print/Cabinet Secretary or Designee

Print/Type Name and Title

Date

Date

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

See Page 2

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Pm
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

Chief Procurement Officer (CPO) / Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: SENCITZGRT/241
Munis Org Name/Number: Senior Center Programs/2410111
Munis Object Name/Number: Vehicles <1.5/570950

Budget Officer / Designee: _____ Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: COM2324108

(*will this procurement result in a tangible item that costs more than \$5,000?)
(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment

Procurement Checklist

Summary of Contracts

CITY OF SANTA FE PROCUREMENT CHECKLIST



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

Procurement/contract Title: Mary Esther Gonzales Senior Center Vehicles

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: Grant

Requesting Department: Community Services **Staff Name:** Manuel Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid data page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Manuel Sanchez Senior Services Division Director 6/26/2024
 Department Point of Contact Title Date

Maria Tucker _____ _____
 Department Director Title Date

 Chief Procurement Officer Title Date

N/A _____ _____
 ITT Representative Title Date



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203689

Contractor: State of New Mexico Aging and Long Term Services Department

Description: Purchase and equip vehicles for the Mary Esther Gonzales Senior Center

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2024 Term End Date: 06/30/2025

Approved by Council Date: _____

Contract / Lease: Grant Agreement #A20E5290

Amendment # 1 to the Original Contract / Lease # GA #A20E5290

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: 06/30/2025

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** NM Dept of Fin and Admin - 490210 **Org / Object:** 241011/570950

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Theresa Trujillo Phone # 505-955-4745

Email: ttrujillo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

ITEM #22-0514

**Grant Agreement A20E5290
MARY ESTHER GONZALES SENIOR CENTERS - VEHICLES
City of Santa Fe**

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 01 day of November, 2022, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 91 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5290 \$827,000

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 91, eight hundred twenty-seven dollars \$827,000 to purchase and equip vehicles for the Mary Esther Gonzales senior center in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation eight hundred twenty-seven dollars \$827,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals eight hundred twenty-seven dollars \$827,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name: Gino Rinaldi
Title: Director
Address: PO Box 909 Santa Fe NM 87504
Email: garinaldi@santafenm.gov
Phone: 505-955-4710

Name: Anya Alarid
Title: Program Manager
Address: PO Box 909 Santa Fe NM 87504
Email: aalarid@santafenm.gov
Phone: 505-955-4744

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
request such additional information regarding the Project as it deems necessary; and
conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
- (i) The Grantee must submit one original and one copy of each Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.
- C. **Deadlines**
Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
 - (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
 - (iii) Twenty (20) days from date of Early Termination; or
 - (iv) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

“This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified


by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE


Alan Webber (Oct 29, 2022 03:11 CDT)
Signature of Official with Authority to Bind Grantee

By: Alan Webber
(Type or Print Name)


Its: Mayor
(Type or Print Title)

Oct 29, 2022
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:  Date: 11/01/2022
ALTSD Cabinet Secretary

By:  Date: 11/01/2022
ALTSD Legal Counsel—Certifying Legal Sufficiency

By:  Date: 11/1/2022
ALTSD Chief Financial Officer

Grant Agreement A20E5290
MARY ESTHER GONZALES SENIOR CENTERS - VEHICLES
 City of Santa Fe



EXHIBIT 1 ALTSD CAPITAL OUTLAY GRANT MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT		
<input type="checkbox"/> MONTHLY REPORT <small>(Due on the first day of the month)</small>	PROJECT TITLE: _____	PAY REQUEST NO. _____

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City _____ State _____ Zip _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
 ALPP Amount (if applicable) _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT

Fiscal Year Expenditure Period Ending (check one)

(Jan-Jun) (Jul-Dec)

Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name _____ Grantee Representative Signature & Printed Name (Preparer) _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

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

This Capital Outlay Special Grant Condition(s) Exhibit 3 is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
 ALTSD CAPITAL OUTLAY
 PROJECT DESCRIPTION
 SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
 SCOPE OF WORK (SOW)

(Please email per instructions to ALTSD in WORD format)

1. Name of Grantee/ Fiscal Agent: City of Santa Fe
2. Project Title: Senior Center Vehicle
3. Grant Agreement Number: A20E5290
4. Background Narrative: Vehicle Replacement
5. Work Plan: Purchase 6 sedans and 3 SUV's
 Purchase 2 12- passenger Vans
 Purchase 5 15-passenger Wheelchair Vans
 Purchase 1 Hot Shot Meals on Wheels Truck

Based on pre-covid ridership about 10% of seniors do not own a vehicle; 1 in 5 do not drive; over half of the Senior non-drivers stay home on any given day, while 17% of older drivers stay home on any given day. Over 50% of seniors have chronic illnesses and/or disability and the provision of transportation services seniors provides them with a safe and cost-effective alternative.

6. Budget Detail:

Project Cost Activities <i>(These are only examples Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		\$666,924
Other Costs (specify) Radios, and cameras		\$160,076
Totals		\$827,000

7. Performance Measures: Providing 38,000 rides to over 600 riders

8. Results Expected: Will provide door to door transportation services to seniors within the city of Santa Fe city limits. Services such as, medical appointments, pharmacy, to and from centers for meals, shopping, etc., will be provided M-F 8-4.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	November 2022 (State price agreement)
Bid Closing	
Bid Award to Contractor/Vendor	March 2023
Purchase/Install Equipment	(Depending on the delivery of vehicles)
Project Completion & Review	June 2024
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau	Once product has been received

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Gino Rinaldi
 Title: Director
 Address: PO Box 909 Santa Fe NM 87504
 Email: earinaldi@santafenm.gov
 Phone: 505-955-4710

Name: Anya Alarid
 Title: Program Manager
 Address: PO Box 909 Santa Fe NM 87504
 Email: aalarid@santafenm.gov
 Phone: 505-955-4744

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

Date: January 15, 2025

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

From: Manuel Sanchez, Senior Services Division Director 
Manuel Sanchez (Jan 30, 2025 17:20 MST)

Via: Maria Sanchez Tucker, Community Services Department Director 
Maria Tucker (Jan 31, 2025 08:27 MST)

Subject: Grant A20E5290 Agreement Amendment

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

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #22-0514 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5290 Mary Esther Gonzales Senior Center – Vehicles to Extend the Term through 06/30/2025. (Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov)

CONTRACT NUMBER:

The FY24 Munis contract number is 3203689

BACKGROUND AND SUMMARY:

On October 29, 2022, the City of Santa Fe entered into a Grant agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant, Agreement #A20E5290 in the Total amount of \$827,000 to purchase and equip Mary Esther Gonzales Senior Center Vehicles. In August 2024, the Governing Body approved Amendment 1 to this agreement to extend the term of the grant. ALTSD did not execute that Amendment 1 and has asked for this form of Amendment 1 to be approved by Governing Body. The Vehicles ordered will be delivered and upfitted before the new expiration date of June 30, 2025.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

FUNDING SOURCE:

Fund Name/Number: SENCITZGRT/241

Munis Org Name/Number: Senior Center Programs/2410111

Munis Object Name/Number: Vehicles <1.5/570950

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type


ALTSD Grant Agreement Amendment #1

Approved Grant Agreement Item 22-0514 (Approved 10/29/22)



Date: January 15, 2025

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

From: Manuel Sanchez, Senior Services Division Director 
Manuel Sanchez (Jan 15, 2025 17:03 MST)

Via: Maria Sanchez-Tucker, Community Services Department Director 
Maria Tucker (Jan 16, 2025 09:22 MST)

Subject: Grant A20E5288 Agreement Amendment

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

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #22-0541 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5288 (Mary Esther Gonzales Senior Center - Construction) to Extend the Term through 06/30/2025 with No Corresponding Change in Cost. Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov, 505-955-4710.

CONTRACT NUMBER:

The FY24 contract number is 3203698.

BACKGROUND AND SUMMARY:

On November 17, 2022, the City of Santa Fe entered into a Grant agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5288 in the Total amount of \$2,484,852.00 to plan, design, construct, equip and furnish the Mary Esther Gonzales Senior Center.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

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

FUNDING SOURCE:

Fund Name/Number: COMDEV/Fund345

Munis Org Name/Number: SnrCmDvCIP/3459981

Munis Object Name/Number: WIP Design/572960, WIP Construction/572970

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: SSD2124113

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment

Procurement Checklist

Summary of Contracts

Approved Grant Agreement Item 22-0514 (Approved 11/1/22) Horizons declination

GRANT AGREEMENT AMENDMENT 1 – A20E5288

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

- I. This is an AMENDMENT to the GRANT AGREEMENT between Aging and Long-Term Services Department, hereafter known as “Department”, or abbreviation such as “ALTSD”, and Mary Esther Gonzales senior center, in the City of Santa Fe, in Santa Fe County, hereinafter called the “Grantee”. When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.
- II. AMENDMENT: This amendment seeks to extend the reversion date for encumbered funds under Senate Bill 207 from the 2020 Capital Projects General Obligation Bond Act. The current reversion date of June 30, 2024. The proposed extension is until June 30, 2025.
- III. The amendment is to extend the expenditure period for those encumbered obligations submitted prior to the original reversion date in the amount of \$2,311,925.49.
- IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.
- V. The Department’s point of contact for this Amended GRANT AGREEMENT is:

Name: Tasha Martinez
Title: Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505.316.8900

- VI. The Grantee’s point of contact for this Amended GRANT AGREEMENT is:

Grantee: City of Santa Fe
Name: Manuel Sanchez
Title: Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: mnsanchez@santafenm.gov
Telephone: 505-955-4710

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Aging and Long-Term Services Department

Grantee

Signature

Signature

Print/Cabinet Secretary or Designee

Print/Type Name and Title

Date

Date

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

See Page 2

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Pm
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE PROCUREMENT CHECKLIST



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

Procurement/contract Title: Mary Esther Gonzales Senior Center Construction

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing

Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: Grant

Requesting Department: Community Services

Staff Name: Manuel Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Manuel Sanchez Senior Services Division Director 6/26/2024
 Department Point of Contact Title Date

Maria Tucker _____ Date
 Department Director

 Chief Procurement Officer Date

N/A _____ Title Date
 ITT Representative



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203698

Contractor: State of New Mexico Aging and Long Term Services Department

Description: Plan, design, construct, equip and furnish the Mary Esther Gonzales Senior Center

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2024 Term End Date: 06/30/2025

Approved by Council Date: _____

Contract / Lease: Grant Agreement #A20E5288

Amendment # 1 to the Original Contract / Lease # GA #A20E5288

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: 06/30/2025

Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: NM Dept of Fin and Admin - 490210 Org / Object: 3459981/572960 & 572970

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Theresa Trujillo Phone # 505-955-4745

Email: ttrujillo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)	Title	Date

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17 day of November, 2022, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 89 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5288 \$2,484,852

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 89, two million four hundred eight-four thousand eight hundred fifty-two dollars \$2,484,852 to plan, design, construct, equip and furnish the Mary Esther Gonzales senior center in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation two million four hundred eight-four thousand eight hundred fifty-two dollars \$2,484,852 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, twenty-four thousand eight hundred forty-nine dollars \$24,849, which equals two million four hundred sixty thousand three dollars \$2,460,003, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name: Gino Rinaldi
Title: Director
Address: PO Box 909 Santa Fe NM 87504
Email: earinaldi@santafenm.gov
Phone: 505-955-4710

Name: Caryn Grosse
Title: Facilities CIP Project Manager
Address: 2651 Siringo Road, Building E, Santa Fe, NM 87505
Email: clgrosse@santafenm.gov
Phone: 505-955-5938

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
request such additional information regarding the Project as it deems necessary; and
conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
- (i) The Grantee must submit one original and one copy of each Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.
- C. **Deadlines**
Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
 - (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
 - (iii) Twenty (20) days from date of Early Termination; or
 - (iv) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:**
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:**
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

“This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.
- B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified

by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF, Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

AW

Signature of Official with Authority to Bind Grantee

By: Alan Webber
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Nov 14, 2022
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: *Katrina Holman-Lopez* Date: 11/17/2022
ALTSD Cabinet Secretary

By: *Anastasia Martin* Date: 11/16/2022
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: *Valerie Garcia* Date: 11/16/22
ALTSD Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Nov 14, 2022

ATTEST:



KRISTINE BUSTOS-MIHELČIĆ, CITY CLERK 
GB MTG 11/09/2022


CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 6, 2022 10:23 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Nov 14, 2022 06:23 MST)

EMILY OSTER, FINANCE DIRECTOR

TBD

ORG/OBJECT

Grant Agreement A20E5288
MARY ESTHER GONZALES SENIOR CENTERS - CONSTRUCTION
 City of Santa Fe



EXHIBIT 1	
ALTSD CAPITAL OUTLAY GRANT	
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT	
MONTHLY REPORT <input type="checkbox"/>	PROJECT TITLE: _____ PAY REQUEST NO. _____

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City State Zip _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the **project phase**.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovations In Progress
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount (if applicable): _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Detailed Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT

Fiscal Year Expenditure Period Ending (check one)

(Jan-Jun) (Jul-Dec)
 Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-100; and that the grant activity is in full compliance with Article IX, Sec. 1A of the New Mexico Constitution known as the "anti-donation" clause.

_____ Grantee Fiscal Officer Signature & Printed Name
 _____ Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information

_____ ALTSD Fiscal Date _____
 _____ ALTSD Capital Projects Bureau Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

(Please email per instructions to ALTSD in WORD format)

1. Name of Grantee/ Fiscal Agent: City of Santa Fe
2. Project Title: Mary Esther Gonzales Senior Center Construction
3. Grant Agreement Number: A20E5288

4. Background Narrative:

The MEG Senior Center is the main senior center in the City of Santa Fe. It is centrally located in the northeastern side of the City where senior population is concentrated. Based on 2018 Census estimates, 27.3% of the City's population was 60 years and older; of which 1 in 3 had disabilities. In the past few years MEG has seen a dramatic increase in wheelchair clients – whether wheelchair van transportation, congregate, or arts & crafts and fitness. While wheelchair users can be comfortably accommodated in the cafeteria, they are unable to easily access the fitness room or the arts & crafts room. In addition to creating wider entrances to the rooms, allowing multiple people to get through the doorway without creating bottlenecks, equipment and furnishings must be more widely spaced to allow room for wheelchairs. Also, there is currently only 1 ADA toilet in the MEG and during peak hours, when 200-250 people may be present in the building, wheelchair clients may have to use non-ADA toilets which may compromise their safety and privacy. Additional offices are also need for counseling, assessment of clients, and respite. In addition, the vehicle corral needs to be expanded to securely accommodate all DSS vehicles, as well as 3 steel storage units for use by Title III programs to store medical equipment and nutritional support. The neighborhood surrounding the MEG has undergone enormous social change in recent years; higher crime rates, drug use, homelessness and unemployment have resulted in theft and vandalism to vehicles which are parked outside the corral.

5. Work Plan:

The \$2,484,852 in capital outlay funds will be used for:

- \$528,000 for improvements to vehicle corral to expand the size and add storage
- \$1,956,852 for expansion and conversion of the fitness room into an adaptive gym; building 2 ADA multipurpose rooms; adding ADA toilets and Title III offices.

Schematic designs have already been prepared for both. Design development will begin as soon as a fully executed Grant Agreement contract is received. The Division of Senior Services will follow State and City of Santa Fe procurement procedures and work will be supervised/monitored by a City of Santa Fe Public Works Project Administrator.

6. Budget Detail:

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	\$100,019	\$148,466
Construction		2,011,537
Renovation		
Improvements for Code Compliance		300,000
Equipment		
Vehicle Purchase		
Arts in Public Places (AIPP) 1%		24,849
Totals	\$100,019	\$2,484,852

7. Performance Measures:

- a. Percentage of increase or decrease in the number of eligible seniors utilizing the Senior Center (e.g.s. participating in activities like arts and crafts, bingo, yoga and Zumba; watching films; etc.).
- b. Percentage of increase or decrease in the number of eligible seniors with disabilities accessing the Senior Center with ease.
- c. Number of eligible seniors with disabilities who reported having social ties/ perceived social support.

8. Results Expected:

- a. A safe and code compliant facility.
- b. Greater socialization and interaction with others.
- c. Reduction in loneliness due to use of the Senior Center.
- d. Improved access to information or linkages to other services and resources on aging issues.
- e. An efficient and effective continuity facility for City of Santa Fe's Senior Services.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
Design development	December 2022
Bid Closing	March 2023
Bid Award to Contractor/Vendor	May 2023
Project Completion & Review	November 2024
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau	Monthly throughout project

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Eugene Rinaldi
 Title: Division of Senior Services Director
 Address: 1121 Alto Street, Santa Fe, NM 87501
 Email: earinaldi@santafenm.gov
 Phone: (505) 955-4710

Name: Caryn Grosse
 Title: Facilities CIP Project Administrator
 Address: 2651 Siringo Road, Building E, Santa Fe, NM 87505
 Email: clgrosse@santafenm.gov
 Phone: (505) 955-5938

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.











Grant Agreement Amendment 1 Expansion - A20E5288

Final Audit Report

2025-01-22

Created:	2025-01-15
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAONypzS0RMdEFEOuSzOmjaUExzj9SbirJ

"Grant Agreement Amendment 1 Expansion - A20E5288" History

-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-01-15 - 11:51:38 PM GMT- IP address: 63.232.20.2
-  Document emailed to Manuel Sanchez (mnsanchez@santafenm.gov) for signature
2025-01-15 - 11:55:33 PM GMT
-  Email viewed by Manuel Sanchez (mnsanchez@santafenm.gov)
2025-01-16 - 0:01:29 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Manuel Sanchez (mnsanchez@santafenm.gov)
Signature Date: 2025-01-16 - 0:03:14 AM GMT - Time Source: server- IP address: 63.232.20.2
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-  Document e-signed by Maria Tucker (metucker@santafenm.gov)
Signature Date: 2025-01-16 - 4:22:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
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2025-01-22 - 6:04:34 PM GMT- IP address: 104.47.65.254



Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-22 - 6:05:26 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2025-01-22 - 6:05:26 PM GMT



Powered by
Adobe
Acrobat Sign

Date: January 15, 2025

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

From: Manuel Sanchez, Senior Services Division Director 
Manuel Sanchez (Jan 30, 2025 17:22 MST)

Via: Maria Sanchez-Tucker, Community Services Department Director 
Maria Tucker (Jan 30, 2025 17:34 MST)

Subject: Grant A20E5288 Agreement Amendment

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

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Grant Amendment No. 1 to Item #22-0541 New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5288 for Mary Esther Gonzales Senior Center Construction to Extend the Term through June 30, 2025. (Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov)

CONTRACT NUMBER:

The FY24 contract number is 3203698.

BACKGROUND AND SUMMARY:

On November 17, 2022, the City of Santa Fe entered into a Grant agreement with the State of New Mexico Aging and Long-Term Services Department (ALTSD) Capital Appropriation Project Grant Agreement #A20E5288 in the Total amount of \$2,484,852.00 to plan, design, construct, equip and furnish the Mary Esther Gonzales Senior Center. In August 2024, the Governing Body approved Amendment 1 to this agreement to extend the term of the grant. ALTSD did not execute that Amendment 1 and has asked for this form of Amendment 1 to be approved by Governing Body. The work on MEG to add ADA bathroom and additional accessibility features will be completed before the new expiration date of June 30, 2025.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle
Not Applicable since it is a Grant

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

FUNDING SOURCE:

Fund Name/Number: COMDEV/Fund345
Munis Org Name/Number: SnrCmDvCIP/3459981
Munis Object Name/Number: WIP Design/572960, WIP Construction/572970

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than \$5,000?)
(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment #1

Approved Grant Agreement Item 22-0541 (Approved 11/1/22)





CITY OF SANTA FE

Memorandum

Date: January 17, 2025

To: Governing Body, Quality of Life Committee, Economic Development Advisory Committee

From: Maria Sanchez-Tucker, Community Services Division Director 
MT

Via: Henri Hammond-Paul, Community Health and Safety Department Director 
HH

RE: Supporting Legislation of Food Policy Council

EXECUTIVE SUMMARY:

This resolution builds upon City of Santa Fe (“City”) and County joint Resolution No. 2008-26, which established a food policy council for the City and Santa Fe County. Specifically, this resolution supports the New Mexico Food Charter’s “Report Card for 2023-24” and its prioritization of these three things: 1) Nutrition and Food Security, 2) Environment, Conservation, and Climate, and 3) Government Support and Infrastructure. Additionally, the resolution supports four specific areas of food policy focus for New Mexico and Santa Fe: 1) support for programs that benefit the long-term economic viability and well-being of New Mexico’s food system, 2) advocacy for food and agriculture programs through state legislative actions that support farm, food, and hunger initiatives, 3) advocacy for long-term recurring, and consistent New Mexico state funding that capitalizes on farm, food, and hunger initiatives and other related programs, and 4) support for legislation that prioritizes soil and water conservation, acequias, and agriculture workforce programs.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Councilor Jamie Cassutt

6 Councilor Carol Romero-Wirth

7
8
9
10 **A RESOLUTION**

11 **SUPPORTING THE NEW MEXICO FOOD CHARTER’S REPORT CARD FOR 2023-2024**
12 **PRIORITIES AND IDENTIFYING PRIORITY FOOD POLICIES.**

13
14 **WHEREAS**, New Mexico has a vibrant food and farming culture that is significant to its
15 rural, urban, and tribal economies and that provides employment opportunities in retail, wholesale,
16 and direct markets, in food processing and distribution, on farms and in value-added businesses;
17 and

18 **WHEREAS**, the food and farming culture, and its economic impact, contributes to the
19 health and well-being of New Mexicans; and

20 **WHEREAS**, food, farm, and hunger initiatives across New Mexico increase healthy food
21 access and food security for all residents, provide for farm and food job opportunities, and expand
22 sustainable growth and resilience in food and farm enterprises; and

23 **WHEREAS**, Resolution No. 2008-26 is a joint resolution between the City of Santa Fe
24 (“City”) and Santa Fe County (“County”) that established the Santa Fe City and County Advisory
25 Council on Food Policy (“Council”); and

1 **WHEREAS**, the Council recommends food policies that encourage the direct service of
2 food, refer those living within the City and County to social services, promote economic
3 development, and improve nutrition and health education; and

4 **WHEREAS**, the purpose of the Council is to coordinate City, County, non-profit
5 organizations, and food and farming businesses in their efforts to promote food security, improve
6 access to retail outlets that offer healthy and affordable food, encourage healthy eating for all
7 residents, reduce obesity and diet-related diseases, and protect the natural resources necessary to
8 produce food; and

9 **WHEREAS**, the Council also supports the work of the State-level council called the “New
10 Mexico Food and Agriculture Policy Council” (“New Mexico Council”); and

11 **WHEREAS**, the New Mexico Council produced the New Mexico Food Charter’s “Report
12 Card for 2023-2024” (“Report Card”) attached as Exhibit A, and the Governing Body supports the
13 Council’s advocacy for the policy goals established in the Report Card; and

14 **WHEREAS**, the Report Card identifies three areas of focus for the New Mexico Council’s
15 policy work:

- 16 1) Nutrition and Food Security;
- 17 2) Environment, Conservation, and Climate;
- 18 3) Government Support and Infrastructure; and

19 **WHEREAS**, food insecurity is an urgent policy need in New Mexico:

- 20 • According to Voices for Healthy Kids, many children consume at least one-half of
21 their daily calories at school and, for many, food served at school is the only meal
22 they eat daily; and
- 23 • According to Northern New Mexico’s food bank, the Food Depot, in Santa Fe
24 County, four thousand two hundred and sixty (4,260) or fifteen-point six percent
25 (15.6%) of the children are food-insecure; and

- 1 • The Food Depot states that, in Santa Fe County, fifteen thousand four hundred and
2 twenty (15,420) individuals or ten percent (10%) of the population is food-
3 insecure; and
- 4 • According to the non-profit United Health Foundation’s initiative, “America’s
5 Health Rankings”, in New Mexico, seventeen percent (17%) of seniors, who are
6 people over the age of sixty-five (65), fall below the poverty level; and

7 **WHEREAS**, the wide variety of agricultural production in the City and County is valuable
8 and includes traditional farming and ranching, greenhouse production, hydroponics, aquaponics,
9 hoop house growing, community gardens, and backyard gardening; and

10 **WHEREAS**, New Mexico’s agricultural activity is fundamental to its food system:

- 11 • According to a 2022 United States Department of Agriculture report on New
12 Mexico agriculture statistics, the dollar value of New Mexico’s gross receipts
13 sales from crop and livestock production was \$3.71 billion, which is seventeen
14 percent (17%) above its 2021 gross receipts sales for crop and livestock
15 production; and
- 16 • A 2024 article from the New Mexico Department of Agriculture, “Annual Food
17 and Agriculture Industry Study Highlights Critical Role of Food and Ag Sectors
18 in Bolstering the U.S. Economy”, stated that the total food and agricultural
19 industry’s economic impact in 2024 for the State of New Mexico was \$43.21
20 billion; and

21 **WHEREAS**, in addition to the above, soil and water conservation, acequias, and
22 agricultural workforce programs are critical to the environmental and economic sustainability of
23 New Mexico farmers and ranchers; and

24 **WHEREAS**, the programs and agencies listed below provide resources to food-insecure
25 and marginalized individuals, as well as families, children, seniors, farmers and ranchers, and tribal

1 communities:

- 2 • the New Mexico Department of Agriculture, New Mexico Economic Development
3 Department, New Mexico State University, Soil and Water Conservation District, Aging
4 and Long-Term Services Department, New Mexico Public Education Department, New
5 Mexico Early Childcare and Education Department, and the Office of the State Engineer
6 (“State Agencies Impacting New Mexico Food Production and Distribution”); and
- 7 • the Healthy Universal School Meals program, New Mexico Grown program, the New
8 Mexico Senior Farmers Market Nutrition Program, and the Special Supplemental Nutrition
9 Program for Women, Infant, and Children (WIC) (“New Mexico Nutrition Programs”).

10 **NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF**
11 **THE CITY OF SANTA FE** supports the Report Card’s prioritization of 1) Nutrition and Food
12 Security, 2) Environment, Conservation, and Climate, and 3) Government Support, as described in
13 Exhibit A.

14 **BE IT FURTHER RESOLVED** that the Governing Body supports the following food
15 policy initiatives for New Mexico and in Santa Fe:

- 16 1) Support for programs that benefit the long-term economic viability and well-being of
17 individuals, entities, and businesses engaged in New Mexico’s food system.
- 18 2) Advocacy for food and agriculture programs that support food, farm, and hunger

19 initiatives, including, but not limited to

- 20 (a) The Healthy Universal School Meals program;
- 21 (b) The New Mexico Grown program;
- 22 (c) The Farm to Food Bank program;
- 23 (d) The Food is Medicine program, which is a Medicaid Waiver for medically
24 tailored meals and produce prescriptions also known as the Fresh Rx
25 Program;

1 (e) A budget increase for the Approved Supplier Program, which is a farmers
2 and ranchers food safety training program;

3 (f) WIC and the Senior Farmers' Market Nutrition Program; and

4 (g) Water initiatives and farmer programs.

5 3) Advocacy for long-term, recurring, and consistent New Mexico state funding that
6 capitalizes on farm, food, and hunger initiatives and other related programs.

7 4) Support for legislation that prioritizes soil and water conservation, acequias, and
8 agriculture workforce programs.

9 **BE IT FURTHER RESOLVED THAT** the Governing Body supports

10 1) Expansion of state funding for the State Agencies Impacting New Mexico Food
11 Production and Distribution; and

12 2) Advocacy for New Mexico Nutrition Programs.

13 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

14

15

16

ALAN WEBBER, MAYOR

17 ATTEST:

18

19

20 _____
ANDRÉA SALAZAR, CITY CLERK

21 APPROVED AS TO FORM:

22

23



24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2025/Resolutions/Supporting Legislation of the Food Policy Council*



New Mexico Food & Agriculture Policy Council
New Mexico Food Charter
REPORT CARD 2023-2024
As of August 20, 2024



Nutrition and Food Security



**Environment, Conservation and
Climate Change**



**Government Support and
Infrastructure**

What is the New Mexico Food & Agriculture Policy Council?

The New Mexico Food & Agriculture Policy Council, (the Policy Council) a program of Farm to Table New Mexico, is composed of groups and individuals impacted by food and agriculture systems. The mission of the Policy Council is to advocate for food systems that strengthen the food and farm economies in New Mexico, and encourage and advance keeping food grown, raised, and processed

in New Mexico, through support, education, and policy. The aim of its work is to enhance the health and wellness of people and communities, and to sustain natural resources. The Policy Council is the oldest continually operating food policy council in the country. For more information about the Policy Council visit our website at www.nmfoodpolicy.org/new-mexico-food-charter.

What is the NMFAPC New Mexico Food Charter?

The New Mexico Food Charter is a document that outlines the shared values, goals, and priorities of the New Mexico Food & Agriculture Policy Council to guide its policy work over the next three to five years. It provides a practice-based approach to address food security in

an ever-changing climate, by investing in local production and consumption of food, with an emphasis on equitable and sustainable practices. You can access the New Mexico Food Charter at www.nmfoodpolicy.org/new-mexico-food-charter.

How Can We Use the New Mexico Food Charter?

The New Mexico Food Charter is designed to:

- **Set Priorities** to improve food security and access to nutritious food, promote practices to mitigate the impacts of climate change, and improve the food infrastructure through government support.
- **Guide Decision-Making** within the Policy Council, helping members align their actions with the shared values, priorities and goals outlined in the charter.
- **Advocate and Educate** policymakers, community members, and others about the importance of food-related issues, the Policy Council's policy priorities, and expected outcomes.
- **Build Partnerships** with governments, organizations and others that share similar values and goals, and strengthen our collective impact.
- **Monitor and Evaluate Progress** to hold government agencies, policymakers, and others accountable for the intended and unintended impacts of policy decisions and programs.

Report Card Purpose

The Policy Council aims to address food security in an ever-changing climate, by investing in local production and consumption of food, with an emphasis on equitable and sustainable practices. Its approach includes:

3 Priorities: 1) Nutrition and Food Security; 2) Environment, Conservation and Climate; and 3) Government Support and Infrastructure.

4 Strategies: state legislation, federal legislation, policy administration and rules & regulations

18 outcomes are monitored through 60 measurable indicators to assess the Policy Council's progress in improving the food system within its three policy priorities.

The Food Charter Report Card shows the results and impact of this work. The Report Card will be updated periodically to show how the impact measures change over time. The version date is at the bottom of each page.

Understanding Food Systems

Policy decisions influence our food systems, which affect the health of people, soil, plants, animals, the environment, and local economies. Food system disruptions during increasingly frequent and severe extreme events because of climate change will disproportionately affect food accessibility, nutrition, and health of some groups, including women, children, older adults, and low-income communities. Policymakers, governments, consumers, food producers, health advocates, and others must work together across sectors to create practices and

policies that make our food systems healthy, sustainable, equitable, and economically sound in an ever-changing climate.

“The Policy Council aims to address food security in an ever-changing climate, by investing in local production and consumption of food, with an emphasis on equitable and sustainable practices.”



Photo: courtesy: Donne Gonzales

Our Priorities

With input from over 50 members and partners, the Policy Council identified three policy areas that significantly influence New Mexico's food systems. These three areas are the focus of our policy work as outlined in the New Mexico Food Charter.

◆ Nutrition and Food Security

Enhancing access to nutritious food and food security for populations throughout New Mexico, especially children, older adults and those who are food insecure.

◆ Environment, Conservation and Climate

Air, water, soil, climate, pollinators and various other environmental factors significantly impact food production, food nutrition, and the economic well-being of food producers. If the land is not healthy and productive, the livelihoods of food producers are at risk. Growing food in an environment where access to clean water is threatened and the impact of the climate crisis is increasing requires implementing conservation and restorative practices.

◆ Government Support and Infrastructure

Government plays a pivotal and multifaceted role in shaping a sustainable, equitable food system that meets the population's food and nutrition needs while minimizing adverse social and environmental impacts. Public policies and programs determine the funding and other resources available, who may benefit from those resources, and which aspects of the food system are deemed worthy of investment.



NM Food & Farms Day, Photo Gabriella Marks

Nutrition and Food Security

Legislation and Budget Priorities We Supported That Passed

The **Food Initiative** is a multi-agency commitment to foster a food system that addresses hunger while simultaneously investing in economic resiliency for farmers, ranchers, and food businesses in New Mexico. Since state fiscal year 2022, budget and legislative wins secured through the initiative have resulted in the largest investment increase in food and agriculture in the state's history. Some of the core programs included in the Food Initiative include:

- New Mexico Grown for schools, preschools and senior centers (Summer EBT, 200% FPL increase, and Restaurant Program)
- Healthy Universal School Meals
- Kids Kitchen
- Double Up Food Bucks
- State SNAP Supplement for Seniors and Individuals w/ Disabilities
- SNAP expansion and enhancements
- Food is Medicine Medicaid-funded interventions
- Healthy Food Financing Fund
- Community Food Assistance
- Approved Supplier Program

School Kitchen Capital Improvement received \$20 million in Capital Funding beginning in FY24, with spending authorized for 5 years.

Legislation and Budget Priorities We Supported that Did Not Pass or Was Not Funded

Fresh Fruits & Vegetables Rx Program was not funded in FY25, a loss of \$500,000. The Fruit & Vegetable Prescription Program (FVRx) connected patients who suffer from diet-related illnesses such as obesity, diabetes, and hypertension with “prescriptions” or incentives used to purchase fresh fruits and vegetables at their local farmers’ markets. However, Medicaid

funded programs including Medically Tailored Meals & Produce Prescription for mothers with gestational diabetes and homebound seniors, will go live in FY25.

Senior Farmers Market Nutrition Program, including staff, saw a loss of \$244,030 from FY24.

Rulemaking

The New Mexico Public Education Department released its proposed rule, **Healthy Universal School Meals (6.12.16 NMAC)**. The Policy Council developed a position statement on the rules emphasizing the economic and nutritional

benefits of purchasing NM Grown food. The statement was signed by 80 organizations and presented at the May 29, 2024 hearing. As of July 2024, the final rule is pending.

Nutrition and Food Security

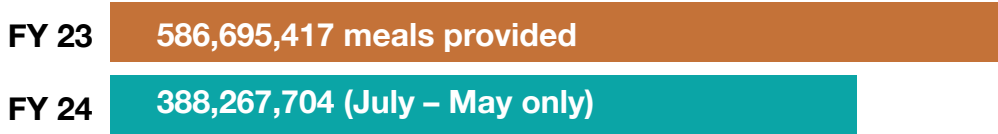
Outcomes

Our goals for this priority are to increase access to nutrient-rich local food; education and awareness so youth and families can make better food purchasing and consumption

choices; access to foods that are not heavily processed foods; and enrollment in and access to programs with a nutrition focus; and to build strong and resilient emergency food systems.

Healthy Universal School Meals

The enactment of Healthy Universal School Meals will begin in July 2024. The numbers below report School Breakfast and National School Lunch Program data.

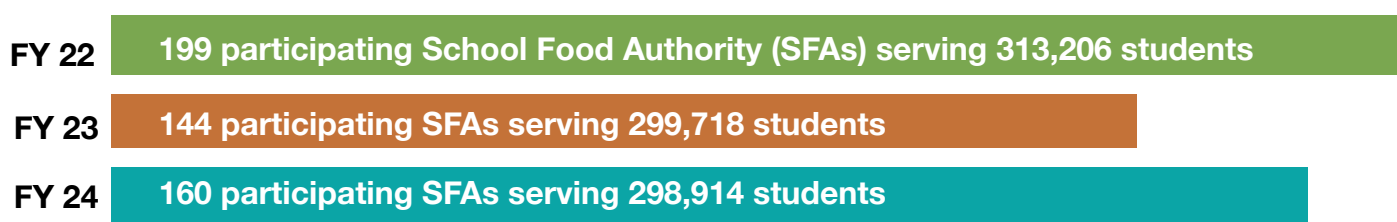


Value of NM Grown Food Purchased

NM Grown Programs, Value of Local Goods Distributed	FY23	FY24 (to May)	Total
All Food Initiative Programs	\$5,305,503	\$3,576,948	\$8,882,451
NM Grown for Preschools	\$135,619	\$75,295	
NM Grown for Schools	\$1,891,738	\$630,477	
NM Grown for Seniors	\$592,228	\$684,996	
All Other FI Programs	\$2,685,917	\$2,186,179	

Source: NM Food Initiative Dashboard. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

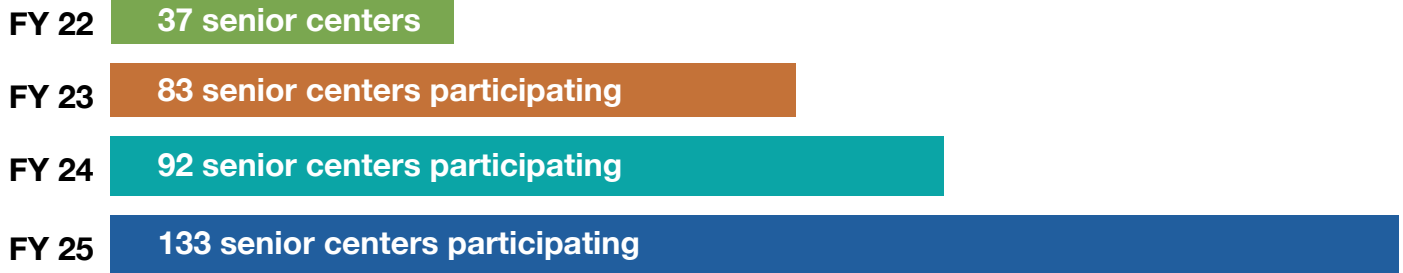
NM Grown Program for K-12



Nutrition and Food Security Outcomes

NM Grown Program for Seniors

Funding administered through New Mexico Aging and Long Term Services Department.



NM Grown Program for Early Childhood Centers

Funding administered through New Mexico Early Childhood Education and Care Department

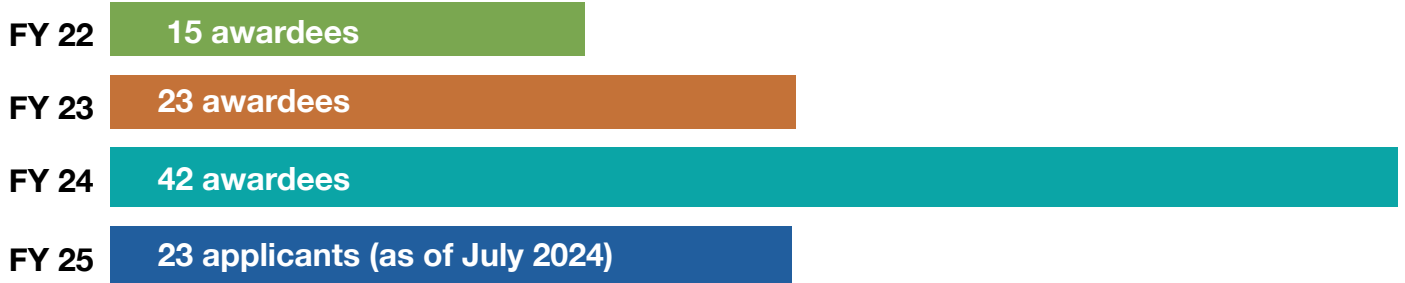


Photo: Seth Roffman

Nutrition and Food Security Outcomes

Food Producer Participation in NM Food Initiative

In FY24, 1,032 farms, ranches, co-ops, processing facilities and other agricultural businesses located throughout New Mexico helped to provide local produce to the New Mexico Food Initiative programs, valued at \$3,576,948 (July 2023 - May 2024). These

“farm to market” sales contributed to 10.8% of the total crop and livestock sales of \$3.71 billion in NM in 2022, up 17% from 2021 as reported by the NM Department of Agriculture, July 2024.



Figure 1: Sales figures or value of local produce sold/distributed through Food Initiative programs in FY24. Source: NM Food Initiative Dashboard. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Approved Supplier Program

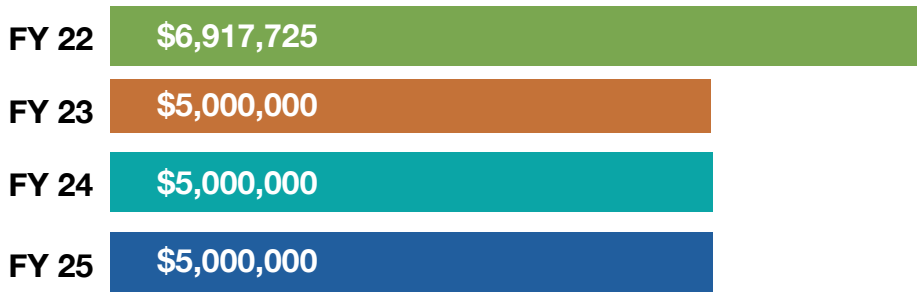


Nutrition and Food Security Outcomes

Healthy Food Financing Funding¹



Community Food Assistance Funding¹



NM Regional Farm to Food Bank (RF2FB) Program

RF2FB connects local producers with New Mexico food banks and their partner agencies by paying competitive fair market prices for local products and increasing economic opportunities for New Mexico’s small to mid-sized socially disadvantaged producers. This

program received one-time federal funding in the amount of \$4,094,608 for May 2023 to June 2025. The Policy Council would like to see this program continue in the future.

1. Note that these figures do not include other funding that support Food Initiative programs, such as GRO/Junior allocations, interagency transfers, agency base budgets, and federal funds. You can find the full allocation per program in the Self-Reported Funding on the Food Initiative Dashboard at: www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

New Mexico Food Initiative - FY2025 FUNDING ^{2, 3}

The total appropriations for the Food Initiative in the general spending bill (HB2) for FY25 was \$93,311,880 for 20 programs, an increase of \$16,589,865 or 122% over FY24. Figure 1 shows the annual change in state general funds from FY22 to FY25. ⁴

NM Food Initiative Total Funding State Fiscal Years 2022-2025



Figure 2: NM Food Initiative Funding 2022-2025

New Mexico Food Initiative Program Funding

The NM Food Initiative was first funded in SFY2022. Since then, the overall funding amount has increased, and the programs funded have expanded and changed over the years (see Figure 3).

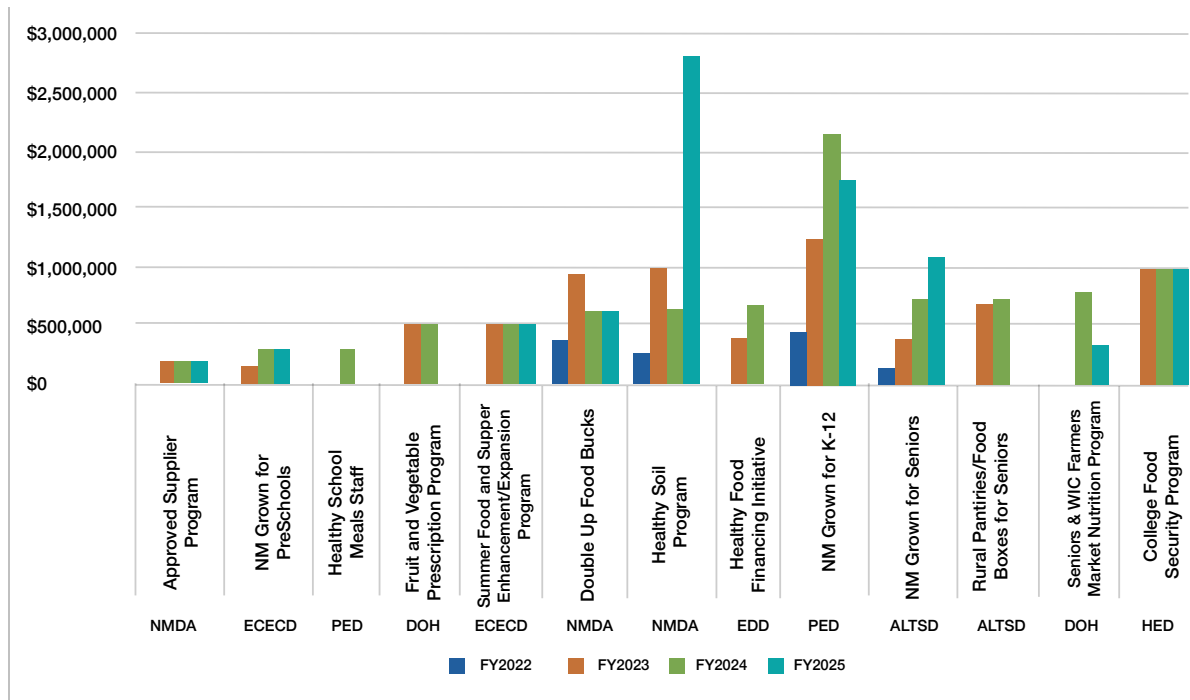


Figure 3: NM Food Initiative Selected Programs FY22-FY25

2. Source: New Mexico Food Initiative Dashboard, Food Initiative General Fund Budget, Detailed Budget by Agency, Program and Fiscal Year (SFY2024) Retrieved May 27, 2024 from: www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

3. Source: Chavez, K. March 5, 2024. Transmitted by email. FY25 Food Initiative Budget March 5, 2024.

4. Note that these figures do not include other funding that support Food Initiative programs, such as GRO/Junior allocations, interagency transfers, agency base budgets, and federal funds. You can find the full allocation per program in the Self-Reported Funding on the Food Initiative Dashboard at: www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Environment, Conservation and Climate

Legislation and Budget Priorities We Supported that Passed

Land of Enchantment Legacy Fund (SB9) appropriated \$400 million into two funds: \$50 million for an expendable fund and \$350 million into a permanent fund. \$12.5 million will be distributed to eight existing state programs beginning in FY2024 and continuing until FY2028. The \$350 million in the permanent fund will generate interest over time which will be distributed annually through the expendable fund once it accrues sufficient interest.

Pollinator Protection Plan Work Group (HM33) requests the NM Department of Agriculture (NMDA) to convene a work group with representatives of NMDA, the New Mexico Food & Agriculture Policy Council, and the New Mexico Beekeepers Association, among others, to consider a plan to protect and increase pollinators in New Mexico.

Legislation and Budget Priorities We Supported that Did Not Pass or Was Not Funded

Composting Initiative (SB79) to develop a statewide set of composting recommendations. The bill did not get any funding yet received support for its future.

Much appreciation to the **NM Healthy Soil Working Group** for starting this discussion and setting the stage for the future. In fiscal year 2025, NMDA is contracting a statewide study on compost production and use through Healthy Soil Program funds.

Acequia & Community Ditch Fund (SB266) An increase of \$350,000 to the Acequia and Community Ditch Fund was requested, for a total of \$1.5 million, to expand the number of grants to acequias and community ditch associations. FY25 appropriations were kept at the previous funding level of \$800,000. Investments in New Mexico's water infrastructure can help to bring more local food to New Mexicans.

Rulemaking

Produced Water. On May 14, 2024 New Mexico's Water Quality Control Commission began a hearing to consider a rule proposed by the New Mexico Environment Department (NMED) to prohibit the discharge of produced water to ground and surface water. The

hearing will resume August 5-9, 2024. The Policy Council is evaluating NMED's proposal to prohibit the discharge of produced water, whether treated or not, to New Mexico's surface and groundwaters and the allowance of produced water for industrial reuse.

Environment, Conservation and Climate

NMFAPC's Water Statement

The Policy Council believes that planning for all water use in New Mexico now and in the future must prioritize providing adequate clean water for local food production by New Mexico farmers, cultivators, and growers. By doing so, these producers are economically

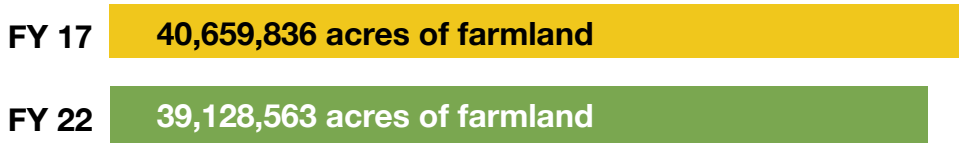
and environmentally resilient and can continue providing healthy foods. Consequently, the Policy Council adopted a water statement in May 2024. View the full statement at: www.nmfoodpolicy.org/water-policy-statement.

Outcomes

Our goals for this priority are to protect agricultural land and small farms, increase restorative practices and the use of resilient crops, increase water quality and quantity

for food production, increase New Mexico's pollinators, more seed preservation, and protect growers impacted by climate change.

Total Number of Farm Acreage in New Mexico



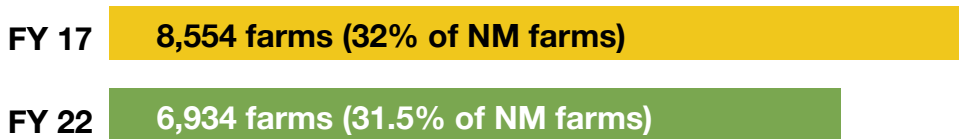
NM Farms in New Mexico



NM Farms Under 10 Acres

The average farm size in New Mexico is 1865 acres, however 33% of farms are less than nine acres. Ninety-five percent of all NM farms

and ranches are family owned. Source: [NM Department of Agriculture Report, July 2024](#).



Environment, Conservation and Climate

NMDA Agricultural Workforce Development Program

NMDA's AWD is an agri-busienss internship program that provides incentives to New Mexico agriculture businesses including

farmers, ranchers, value-added producers, processing and other agriculture-related businesses to hire interns.

FY 22 \$125,000 14 agriculture businesses 23 interns

FY 23 \$375,000 13 agriculture businesses 22 interns

FY 24 \$125,000 7 agriculture businesses 14 interns

NMDA Healthy Soil Program

FY 21 \$237,000 with 26 awards

FY 22 \$185,000 with 17 awards

FY 23 \$1,092,00 with 50 awards

FY 24 \$754,000 with 46 awards

Figure 4: Details for NMDA's Healthy Soil Program 2020-2024

Fiscal Year	Grant Applications for On-the Ground Projects		Approximate Dollars (in thosands)	
	Received	Selected	Requested	Awarded
2020 (pilot)	84	19	\$1,370.0	\$178.0
2021	49	26	\$513.0	\$237.0
2022	49	17	\$404.0	\$185.0
2023	77	50	\$1,405.5	\$1,092.8
2024	67	46	\$1283.0	\$754.8

Source: NM Department of Agriculture



Reunity Resources, Photo: Helen Henry



Government Support and Infrastructure

Legislation and Budget Priorities We Supported that Passed

County and Tribal Health Councils (HB67 and HB2) allocated one-time funding at \$3 million for FY25, a 450% increase over FY24. County and Tribal Health Councils support community food and nutrition programs and local efforts to mitigate climate change.

New Mexico Meat Inspection Act (SB 37 and HB162) authorizes the creation of a state

meat inspection program to ensure the safety and quality of meat for human consumption in New Mexico that meets or exceeds the Federal Meat Inspection Act, the federal Poultry Products Inspection Act and the federal Humane Methods of Slaughter Act of 1978. Investments across the food value chain can bring New Mexicans more sustainable, healthy, and affordable food.

Legislation and Budget Priorities We Supported that Did Not Pass or Was Not Funded

Public Banking Act (SB110) will enable NM to create a state public bank, which is operated by professional bankers and work in partnership with community banks, credit unions, and Community Development

Financial Institutions to make affordable loans available to local farmers, ranchers and food value chain businesses. Although this bill died in committee, it gained more momentum and supporters this session.

Outcomes

Our goals for this priority are to expand the infrastructure for NM Grown food by increasing state, federal and tribal resources to New

Mexican growers who have been historically discriminated against.

The Federal Farm Bill

The Policy Council’s Federal Policy Committee has worked diligently over the past year to help shape the next Farm Bill and inform

our congressional delegation of areas most important to New Mexicans.

Take Action!

Here are some things you can do to address food security and improve food systems in New Mexico:

Become a member of the NM Food Policy Council www.nmfoodpolicy.org/membership

Talk to your elected officials and legislators

about the importance of New Mexico’s food system and the New Mexico Food Initiative

Sign on to letters of support sponsored by the Policy Council.

Provide public comment at hearings or committees regarding proposed rule changes.

Food Charter Report Card Data Sources

Nutrition and Food Security

Page 6. Healthy Universal School Meals, # of meals provided. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 6. Value of NM Grown Food Purchased. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 7. NM Grown for K-12 , Participating School Food Authorities and Students Served. *Source: NM Public Education Agency, July 2024*

Page 7. NM Grown Program for Seniors - # of Senior Centers participating. *Source: New Mexico Aging and Long Term Services Department, July 2024*

Page 7. NM Grown Program for Early Childhood Centers - # of Early Childhood Centers participating. *Source: Early Childhood Education and Care Development, July 2024*

Page 8. Food Producer Participation in NM Food Initiative. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 8. Figure 1: Sales figures or value of local produce sold/distributed through Food Initiative programs in FY24. *Source :NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 8. Approved Supplier Program - # of approved vendors. *Source: NM Farmers Marketing Association, July 2024*

Page 9. Healthy Food Financing Funding – Annual funding and # of awards. *Source: NM Economic Development Department, July 2024*

Page 9. Community Food Assistance Funding – Annual Funding. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 9. NM Regional Farm to Food Bank (RF2FB) Program – Federal funding amount and award period. *Source: New Mexico Regional Farm to Food Bank 2023 Annual Report. Retrieved June 2024 from: www.nmfoodbanks.org/2023annualreport*

New Mexico Food Initiative Funding

Page 10. SFY2025 Funding. *Source: Chavez, K. March 5, 2024. Food Initiative Legislative Session. FY25 Food Initiative Budget. Transmitted by email.*

Page 10. Figure 2: NM Food Initiative Funding 2022-2025. Sources: (1) Chavez, K. March 5, 2024. *Food Initiative Legislative Session FY25 Food Initiative Budget*. Transmitted by email March 5, 2024. (2) NM Food Initiative Dashboard July 2024. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 10. Figure 3: NM Food Initiative Selected Programs FY22-FY25. Sources: (1) Chavez, K. March 5, 2024. *FY25 Food Initiative Budget* March 5, 2024. Transmitted by email (2) NM Food Initiative Dashboard July 2024. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Environment, Conservation and Climate

Page 12. Total Number of Farms in New Mexico. Source: United States Department of Agriculture, National Agricultural Statistics Service 2022 Census of Agriculture, Volume 1, New Mexico State and Count Data.

Page 12. Total Acres of Farmland. Source: United States Department of Agriculture, National Agricultural Statistics Service 2022 Census of Agriculture, Volume 1, New Mexico State and Count Data.

Page 12. NM Farms Under 10 Acres. Source: United States Department of Agriculture, National Agricultural Statistics Service 2022 Census of Agriculture, Volume 1, New Mexico State and Count Data

Page 13. NMDA Agricultural Workforce Development Program, Source: Maitland, Julie, New Mexico Department of Agriculture, July 26, 2024, transmitted by email.

Page 13. Healthy Soils Program - Annual funding amount and # of awards. Source: NM Department of Agriculture, July 2024.

Page 13. Figure 2: Details for the Healthy Soils Program 2020-2024. Source: NM Department of Agriculture, July 2024.

For More Data and Information

[NM Department of Agriculture Food and Ag Update](#)

[NMDA Health Soils Program](#)

[Farm to Food Bank Fact Sheet and Spotlight](#)

[NM Economic Development Department Food Hunger and Agriculture Program \(Healthy Food Financing\)](#)

[Approved Supplier Program](#)

[NM Fresh Rx Program](#)

[Agricultural Workforce Development Program](#)

The New Mexico Food Charter and Report Card are projects of the NM Food & Agriculture Policy Council, which is a program of Farm to Table NM.



If you would like to contact us, please email us at nmfoodcharter@farmtotablenm.org.

Please visit www.nmfoodpolicy.org/new-mexico-food-charter to download the New Mexico Food Charter and the Report Card.



For more information about our policy work visit us at the New Mexico Food & Agriculture Policy Council's website: www.nmfoodpolicy.org



PLEASE SUPPORT

NM Food & Agriculture Policy Council and partners' priorities as of July 18, 2024

Provide full funding to meet the increasing demands of initiatives which:

- Promote nutrient-rich food, especially for children, youth, seniors, individuals with disabilities, low-income populations and for food banks and food pantries
 - Improve access to nutritious and culturally significant, New Mexico grown food
 - Expand New Mexico farmers' and ranchers' opportunities through the New Mexico Grown Programs to benefit the well-being of our communities and local economy.
 - Enrich the soil and water to grow food
 - Allow farmers and ranchers to mitigate the impact of extreme climate
 - Healthy Universal School Meals Act: nutrition and programmatic support
 - **New Mexico Grown Programs:**
 - Early Child Care meal programs (ECECD)
 - Senior Center meal programs (ALTSD)
 - K-12 meal programs (PED)
 - Produce Prescription Program / Fresh Rx
 - Double Up Food Bucks - SNAP Program (NMDA); continued recurring
 - Healthy Food Financing Fund (EDD)
 - Senior and WIC Farmers Market Nutrition Programs (DOH)
- 
- Regional Food Purchasing Assistance Program (Regional Farm to Food Bank)
 - Water priorities that align with NMFAPC's Water Policy Statement www.nmfoodpolicy.org/water-policy-statement
 - A State Pollinator Plan – based on Pollinator Work Group recommendations
 - Continue support for New Mexico soil health, conservation, and agriculture workforce programs (NMDA).
- 

Note that we will have more explicit information over the coming months as we work together with support organizations, agencies, New Mexico legislators, and the Office of the Governor on these priority initiatives.

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: x

Short Title(s): Supporting Legislation of Food Policy Council

Sponsor(s): Councilor Jamie Cassutt, Councilor Carol Romero-Wirth

Reviewing Department(s): Community Health and Safety (Community Services) & Community Development (Economic Development)

Staff Completing FIR: Maria Sanchez-Tucker, Community Services Director Date: 1/17/2025

Phone: (505) 955-6638

Reviewed by City Attorney:  Date: Jan 24, 2025

Reviewed by Finance Director:  Date: Jan 24, 2025

Summary:

This resolution builds upon City of Santa Fe (City) and County joint Resolution No. 2008-26, which established a food policy council for the City and Santa Fe County. Specifically, this resolution supports the New Mexico Food Charter’s “Report Card for 2023-24” and its prioritization of these three things: 1) Nutrition and Food Security, 2) Environment, Conservation, and Climate, and 3) Government Support and Infrastructure. Additionally, the resolution supports four specific areas of food policy focus for New Mexico and Santa Fe: 1) support for programs that benefit the long-term economic viability and well-being of New Mexico’s food system, 2) advocacy for food and agriculture programs through state legislative actions that support farm, food, and hunger initiatives, 3) advocacy for long-term recurring, and consistent New Mexico state funding that capitalizes on farm, food, and hunger initiatives and other related programs, and 4) support for legislation that prioritizes soil and water conservation, acequias, and agriculture workforce programs.

Departments Affected:

Community Development Department (Community Services)

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City will not officially support the New Mexico Food Charter’s Report Card Priorities for 2023-2024 or identify areas of focus for food policy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This legislation is related to Resolution 2008-26, which is a joint resolution between the City and Santa Fe County, which established the Santa Fe City and County Advisory Council on Food Policy.

Performance and Administrative Implications:

Fiscal Implications:

None at this time.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 
HENRI HAMMOND-PAUL (Jan 24, 2025 11:44 MST)

Email: hmhammondpaul@santafenm.gov

Signature: 
Maria Tucker (Jan 24, 2025 12:05 MST)

Email: metucker@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: January 21, 2025

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

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

Via: Regina Wheeler, Public Works Director *RW*
RW

RE: Approve \$2,750,000 Donation from Northern Soccer Club Toward the Design and Construction of Fields and Amenities at the Soccer Valley Fields, Located at the Municipal Recreations Sports Complex

EXECUTIVE SUMMARY:

The resolution accepts a donation of two million seven hundred fifty dollars (\$2,750,000) from the Northern Soccer Club (“Northern”) as a contribution toward the design and construction of a championship soccer field at the West side of Soccer Valley at the Municipal Recreation Complex (“MRC”) with associated amenities, facilities, and infrastructure directly supporting the field. These amenities will include but not be limited to lights, bleachers, a scoreboard, parking, fencing, restrooms, and storage. The donor has stipulated that the City must match this donation with the same amount (\$2,750,000) for the expansion of Soccer Valley. The City of Santa Fe (“City”) has secured funds sufficient to match this amount via 2024 New Mexico legislative appropriation.

Additionally, the resolution provides for the following actions: 1) upon receipt of Northern’s donation, the City Manager will assemble the appropriate staff to identify capital improvement funds for the project and to commence the design and construction of the field and related amenities, 2) the design alternatives and related fiscal impacts for the championship field will be presented to the Governing Body for approval, and 3) the Governing Body’s welcomes proposed name for the new championship field for its consideration, in accordance with Resolution No. 2010-19, in recognition of Northern’s commitment to the facility.

Staff anticipate that, should this resolution be adopted, and once the championship field is constructed, additional budget allocations and staff will be required to operate and maintain the expanded facility.

BACKGROUND:

Soccer is rapidly growing in the United States, appealing to diverse players of all ages and backgrounds. The recent closure of the soccer fields at the Downs at Santa Fe left over one thousand eight hundred (1,800) children without playing fields, prompting the City to accommodate these teams at the Southwest Node Area Regional (“SWAN”) Park and the MRC. Recent policy changes at the MRC provided increased field access for leagues like Northern Soccer Club, La Liga Santa Fe Soccer, the Santa Fe United Football Club, and Santa Fe Youth Lacrosse.

ATTACHMENTS:

Resolution
FIR

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

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6 Councilor Jamie Cassutt

7 Councilor Michael Garcia

8
9
10 **A RESOLUTION**

11 **ACCEPTING A DONATION FOR THE DESIGN AND CONSTRUCTION OF A NEW**
12 **CHAMPIONSHIP SOCCER FIELD AND ASSOCIATED INFRASTRUCTURE AND**
13 **DIRECTING NEXT STEPS UPON RECEIPT OF THE DONATION.**

14
15 **WHEREAS**, the City of Santa Fe (“City”) adopted Resolution No. 2013-90, supporting
16 the collaboration between City staff and regional soccer leagues to identify improvements to the
17 Municipal Recreation Complex (“MRC”) and directing staff to explore funding mechanisms for
18 such improvements and construction; and

19 **WHEREAS**, the City adopted the “MRC Soccer Complex Master Plan” in September
20 2015; and

21 **WHEREAS**, the City successfully completed improvements to the MRC Soccer Complex
22 (“Soccer Valley”) in the spring of 2022, including the installation of lighting on existing fields,
23 thereby increasing available playtime and usability of Soccer Valley; and

24 **WHEREAS**, the City prioritized the “MRC Soccer Valley Expansion” in its 2026-30
25 Infrastructure Capital Improvement Plan, adopted in Resolution No. 2024-28, which includes the

1 design and construction of additional facilities at the Soccer Valley; and

2 **WHEREAS**, the MRC Soccer Complex Master Plan includes four new fields with lights,
3 including a “championship” field with dimensions defined by Federation International de Football
4 Association (FIFA) standards, and associated amenities and facilities, to be built on currently
5 undeveloped City-owned property at the west side of Soccer Valley; and

6 **WHEREAS**, the Northern Soccer Club (“Northern”) has expressed its intent to donate two
7 million seven hundred fifty thousand dollars (\$2,750,000) (the “Donation”) to the City, specifically
8 to fund the construction of the championship field, along with associated amenities and facilities
9 and infrastructure directly supporting the field, including, but not limited to, lights, bleachers, a
10 scoreboard, parking, fencing, restrooms, and storage (the “Limited Purpose”); and

11 **WHEREAS**, Northern has announced it has an anonymous donor willing to make the
12 Donation; and

13 **WHEREAS**, according to Northern, the donor stipulates that the City match the Donation
14 with two million seven hundred fifty thousand dollars (\$2,750,000), also dedicated to expanding
15 Soccer Valley; and

16 **WHEREAS**, the cost estimate for the MRC Soccer Valley Expansion is approximately
17 twelve million dollars (\$12 million); and

18 **WHEREAS**, the Limited Purpose is a portion of the total scope of the MRC Soccer Valley
19 Expansion; and

20 **WHEREAS**, in 2024 the state of New Mexico appropriated three million four hundred
21 twenty-five thousand dollars (\$3,425,000) for the MRC Soccer Valley Expansion project (“State
22 Appropriation”); and

23 **WHEREAS**, the City continues to support the team-sport community, including Northern,
24 through ongoing projects, such as developing new fields at SWAN Park and replacing fields at
25 Salvador Perez Park and improving facilities at Soccer Valley will further expand the City’s

1 support; and

2 **WHEREAS**, the City desires to accept the Donation for the Limited Purpose and to
3 dedicate a portion of the State Appropriation as the matching amount dedicated to the Limited
4 Purpose.

5 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
6 **CITY OF SANTA FE THAT**

- 7 1. The City may accept the Donation for the Limited Purpose;
- 8 2. A portion of the State Appropriation equal to the Donation shall be used as matching
9 funds for the Donation; and
- 10 3. Upon receipt of the Donation, the City Manager shall
 - 11 a. provide Northern with a written acknowledgement of the receipt of the Donation,
12 specifying the amount receipt, and acknowledging the Donation is subject to the terms
13 of this resolution; and
 - 14 b. assemble the appropriate City staff to identify additional capital improvement
15 funds for the portions of the MRC Soccer Valley Expansion that are not included in
16 the Limited Purpose and to commence the design for the Limited Purpose, following
17 standard City procedures.

18 **BE IT FURTHER RESOLVED** that City staff shall consider input from stakeholders,
19 including Northern, to assess the costs and benefits of championship field design elements such as
20 natural turf versus artificial turf.

21 **BE IT FURTHER RESOLVED** that the City Manager shall present recommended design
22 and associated budget adjustment for the championship field to the Governing Body for approval.

23 **BE IT FURTHER RESOLVED** that the City shall return any portion of the Donation that
24 is unspent on the Limited Purpose to Northern.

25 **BE IT FURTHER RESOLVED** that the Governing Body welcomes proposed names for

1 the new championship field from Northern for consideration as a proposal by one or more members
2 of the Governing Body in a resolution in accordance with Resolution No. 2010-19.

3 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

4

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ALAN WEBBER, MAYOR

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ATTEST:

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ANDRÉA SALAZAR, CITY CLERK

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APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2025/Resolutions/Accepting Donation from Northern Soccer Club

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Approve Donation from the Northern Soccer Club


Sponsor(s): Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Michael Garcia

Reviewing Department(s): Public Works Department, Parks and Open Space Division

Staff Completing FIR: Melissa McDonald, Parks and Open Space Division Director

Date: 9/4/2024 Phone: (505) 303-9502

Reviewed by City Attorney:  Date: Jan 24, 2025

Reviewed by Finance Director:  Date: Jan 24, 2025

Summary:

The proposed Resolution accepts a donation of \$2,750,000 from Northern Soccer Club (“Northern”) and commits the City of Santa Fe (“City”) to match these funds in the amount of \$2,750,000. The donation is dedicated to funding the construction of a championship field at Soccer Valley, including associated amenities and facilities directly supporting the field such as but not limited to lights, bleachers, a scoreboard, parking, fencing, restrooms, and storage at the Municipal Recreation Sports Complex (MRC). Upon receipt of Northern’s donation, the Resolution also directs the City Manager to assemble the appropriate staff to identify the additional funds, beyond the donation and the City’s match, for the design and construction of additional fields and amenities, and to provide the Northern Soccer Club with a written acknowledgment of the receipt of the donation. If the City decides not to use the donation to fulfill the project defined in the Resolution, any unspent donated funds will be returned to the Northern.

Departments Affected:

Public Works Department (Parks and Open Space Division Complex).

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City will not have adopted the terms requested by Northern to accept a donation of \$2,750,000, to be used toward the expansion of soccer facilities and new amenities at Soccer Valley at the MRC.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolution 2013-90 directed City staff to “collaborate with regional soccer leagues to identify necessary improvements to the MRC facilities and the possible construction of an indoor soccer facility and to explore funding mechanisms for such improvements and construction”. Additionally, the State of New Mexico appropriated \$3,425,000 to be used for the expansion of Soccer Valley at the MRC. This appropriation more than covers the \$2,750,000 match described in the Resolution.

Performance and Administrative Implications:

Both the donation and the City's match will be maintained in accounts designated for MRC Soccer Valley improvements and will be administered in compliance with the terms of the Resolution. Once constructed, hiring staff and establishing contractual services will be required to operate the facility.

Fiscal Implications:

Upon approval of this Resolution and upon securing matching funds, the City would receive the donation of \$2,750,000 for Soccer Valley improvements and match Northern's donation with the \$2,750,000 state legislative appropriation, grant number 24-I3136, for Soccer Valley improvements. Once constructed, budget for staff, supplies, utilities and contractual services will be required, roughly estimated to cost \$500,000 per year.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	<u>R</u>	<u>530</u>	
<u>Capital Outlay</u>	<u>\$ 1,000,000</u>	<u>\$ 2,750,000</u>	<u>\$ 1,750,000</u>	_____	_____	_____	
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____	_____	<u>R</u>	<u>530</u>	
<u>Operating</u>	\$ _____	\$ _____	\$ _____	_____	<u>R</u>	<u>530</u>	
Total:	<u>\$ 1,000,000</u>	<u>\$ 2,750,000</u>	<u>\$ 1,750,000</u>				<u>\$ 5,500,000</u>

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative: Funds will be expended to construct the expanded soccer amenities at Soccer Valley at the MRC. The expenditures that are described above are those that will result from this resolution. The Public Works Department anticipates the total cost will be over 12 million dollars.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	<u>R</u>	<u>530</u>
CIP	<u>\$ 2,750,000</u>	\$ _____	\$ _____	<u>NR</u>	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	<u>NR</u>	_____
Total	<u>\$ 2,750,000</u>	\$ _____	\$ _____		

Revenue Narrative:

Revenue that will result from this resolution is the Donation. City will need to continue to seek funds in addition to Northern’s \$2,750,000 donation and the legislature’s appropriation. ____

Signature:

Email:

Signature:

Email:



CITY OF SANTA FE

Memorandum

Date: November 25, 2024

To: Governing Body and Quality of Life Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry, City Attorney EM

RE: Public Safety Administration

EXECUTIVE SUMMARY:

The proposed bill would amend SFCC 1987, Section 2-8.2 and create Sections 2-8.8 and 2-8.9. The Amendment to Section 2-8.2 would change the name of that Section from “Community Health and Safety Department” to the “Health and Human Services Department” and remove the subsections regarding the City of Santa Fe Police Department (“Police Department”) and the City of Santa Fe Fire Department (“Fire Department”). The subsections regarding the Fire Department and the Police Department would be moved into the two newly created Sections: 2-8.8, “City of Santa Fe Police Department” and 2-8.9, “City of Santa Fe Fire Department”.

BACKGROUND:

Ordinance No. 2020-22 established the Community Health and Safety Department and specified that it included five divisions: the Community Services Department, Police Department, Fire Department, Recreation Division, and the Office of Emergency Management and Safety.

Ordinance No. 2023-11 revised the Section of code describing the Community Health and Safety Department by removing language prescribing the “Recreation Division” as a division of the Community Health and Safety Department and specifying that the Family and Youth Services is part of the Community Services Department. It also removed the term “Safety” from the name of the Office of Emergency Management and Safety to make it “Office of Emergency Management”.

ATTACHMENTS:

Bill
FIR

[bracketed material] = delete

underscored material = new

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-18

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Pilar Faulkner

Councilor Lee Garcia

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8, SFCC 1987 TO CHANGE THE TITLE FROM “COMMUNITY HEALTH AND SAFETY DEPARTMENT” TO “HEALTH AND HUMAN SERVICES DEPARTMENT”; REMOVE THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT FROM THAT SECTION; AND CREATE TWO NEW SECTIONS, 2-8.8 AND 2-8.9, FOR THE POLICE DEPARTMENT AND FIRE DEPARTMENT, RESPECTIVELY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-8.2 of SFCC 1987 (being Ord. No. 2023-11, § 1, as amended) is amended to read as follows:

2-8.2 [~~Community Health and Safety Department~~] Health and Human Services Department.

A. *Creation of Department.* There is created a department of city government to be known as the "[~~community health and safety department~~] health and human department", which includes, but is not limited to, the [~~police department, the fire department,~~] the community services department [;] and the office of emergency management.

[B. ~~Police Department.~~

1 ~~(1) Powers and duties generally. Police officers shall execute and return all writs and~~
2 ~~processes directed to them by the municipal judge and, in criminal cases or cases of~~
3 ~~violations of city ordinances, they may serve the same in any part of the country. They~~
4 ~~shall suppress all riots, disturbances and breaches of the peace, apprehend all~~
5 ~~disorderly persons within the city and shall pursue and arrest any person fleeing from~~
6 ~~justice. They shall apprehend any person in the act of committing any offense against~~
7 ~~the laws of the state or the ordinances of the city, and forthwith bring such persons~~
8 ~~before a competent authority for examination and trial. They shall have, in the~~
9 ~~discharge of their proper duties, like powers and be subject to like responsibilities as~~
10 ~~sheriffs or constables in similar cases.~~

11 ~~(2) Appointment of police officers; commissions. No person shall assume or exercise the~~
12 ~~functions, powers, duties and privileges incident or belonging to the office of~~
13 ~~municipal police officers without first having received an appointment in writing,~~
14 ~~known as a "commission", from the governing body. The advice of the chief of police~~
15 ~~shall be obtained in the employment and commissioning of all police officers of the~~
16 ~~department.~~

17 ~~(2) Appointment of police officers; commissions. No person shall assume or exercise the~~
18 ~~functions, powers, duties and privileges incident or belonging to the office of~~
19 ~~municipal police officers without first having received an appointment in writing,~~
20 ~~known as a "commission", from the governing body. The advice of the chief of police~~
21 ~~shall be obtained in the employment and commissioning of all police officers of the~~
22 ~~department.~~

23 ~~(3) Training schools and examinations.~~

24 ~~(a) There shall be held and conducted at such times as may be prescribed by the chief of~~

1 police, with the approval of the governing body, schools for training in modern police
2 methods and practices. The schools for training and the checking of the qualifications
3 and general fitness of applicants for positions in the police department shall be under
4 the direction and supervision of the chief of police.

5 ~~(b) All members of the police department shall take such examinations as may be~~
6 ~~prescribed.~~

7 ~~(c) In the taking of all written examinations there shall be assigned to each applicant a~~
8 ~~number which shall be endorsed on the applicant's examination papers, and the~~
9 ~~grading of the examinations shall be by number only.~~

10 ~~(d) Except as otherwise provided, no member shall be retained in the police department~~
11 ~~and no applicant shall be appointed to the police department unless such member or~~
12 ~~applicant, after taking the prescribed training courses, has successfully passed the~~
13 ~~prescribed examinations, written and oral; provided, that the minimum educational~~
14 ~~qualifications required by the City Personnel Act shall not apply to members of the~~
15 ~~present police department who are otherwise qualified under the provisions hereof;~~
16 ~~provided further, that in passing on the qualifications of members of the present~~
17 ~~police department, consideration shall be given to:~~

18 ~~(i) Length of service and faithfulness to duty; and~~

19 ~~(ii) General aptitude for police work as disclosed by the individual records of such~~
20 ~~members to be confirmed by oral examinations.~~

21 ~~(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city~~
22 ~~such extra or emergency police officers as may be required in the proper~~
23 ~~administration of municipal affairs.~~

24 ~~(5) *Police department reserve.*~~

1 who may authorize it, if:

2 ~~(i) Reserve members are fully covered by the workman's compensation insurance~~
3 ~~policy of the assisted agency or body, and this is evidenced by a writing~~
4 ~~presented to the chief; and~~

5 ~~(ii) Any and all liability that may arise against the city, its officers, employees or~~
6 ~~agents, the reserve, or its members as a result of such assistance, is assumed in~~
7 ~~writing by the assisted agency or body.~~

8 ~~(g) Worker's Compensation. The city shall immediately take steps to provide necessary~~
9 ~~worker's compensation insurance for the reserve and necessary liability insurance~~
10 ~~covering liability that may arise against the city, its officers, employees or agents as a~~
11 ~~result of the activities of the reserve on behalf of the city. If any or a portion of such~~
12 ~~liability is to be self insured, the self insurance fund shall be increased accordingly.~~

13 ~~C.—Fire Department.~~

14 ~~(1) Department authority and powers.~~

15 ~~(a) Pursuant to Section 3-18-1F. and G. NMSA 1978 and 3-18-11B(1), the city may~~
16 ~~provide proper means for protection from fire and protect the property of its~~
17 ~~municipality and its inhabitants and preserve the health, safety, peace and order~~
18 ~~within the municipality. Therefore, the stated purpose of this subsection is to grant~~
19 ~~the fire department all authority necessary to protect life and property from the~~
20 ~~hazards created by fire, explosion, and similar emergencies.~~

21 ~~(b) The fire department shall have full and complete authority in connection with~~
22 ~~fighting, mitigating, and preventing the spread of any fire that may arise within the~~
23 ~~city, with the power to do and perform all necessary or expedient acts for the fighting~~
24 ~~of fire. When called to a fire, the fire department shall have:~~

1 (i) ~~Full and complete authority of the premises to which it has been summoned until~~
2 ~~the fire has been extinguished and the premises are deemed safe by the fire~~
3 ~~department; and~~

4 (ii) ~~By emergency vehicle or by foot, the right of ingress and egress on all public or~~
5 ~~private streets, alleyways, roads, driveways, and thoroughfares located within the~~
6 ~~city limits or the city annexation areas.~~

7 (e) ~~The fire department shall have full and complete authority in connection with the~~
8 ~~provision of prehospital emergency medical services within the city, with the power~~
9 ~~to do and perform all necessary or expedient acts for the provision of these services.~~

10 (d) ~~The fire chief shall have full authority to sign agreements, approved by the city~~
11 ~~attorney's office, with landowners to implement fire hazard mitigation activities.~~

12 ~~(2) Department members designated as special police officers. Every member duly~~
13 ~~enrolled and in good standing in the fire department shall be a special police officer of~~
14 ~~the city with power to act as such from the time of the sounding of any fire alarm until~~
15 ~~the apparatus and equipment for fighting fire has been returned to the fire station.~~

16 ~~(3) Obstructing or interfering with firefighters. It is unlawful for any person to obstruct or~~
17 ~~interfere with firefighters while in the discharge of their duties.]~~

18 ~~[D]~~ B. *Community Services Department.* The community services department includes, but is
19 not limited to, senior services, and libraries.

20 ~~[E]~~ C. *Office of Emergency Management.*

21 (1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency
22 management," shall consist of:

23 (a) An emergency manager who shall be appointed in accordance with Section 12-10-5
24 NMSA 1978, and who shall be subject to the personnel system of the city;

- 1 (b) Additional professional and administrative personnel as may be required to
2 effectively carry out the emergency management program; and
3 (c) All other city officers and employees, together with those volunteer forces enrolled to
4 aid the city during periods of disaster or emergency.

5 (2) *Definitions.*

6 *Civil emergency* means conditions of unrest, including but not limited to riot,
7 civil disturbance, unlawful assembly, hostile military or paramilitary action, war,
8 terrorism, or sabotage.

9 *Comprehensive emergency management plan (CEMP)* means a written document
10 that describes the city's overall emergency management plan. A CEMP specifies the
11 purpose, organization, responsibilities, and facilities of the agencies and officials of the
12 city in the mitigation of, preparation for, response to, and recovery from emergencies
13 and disasters.

14 *Curfew* means a period of time declared by the mayor, during which no person or
15 persons, other than persons authorized by the mayor by administrative order, may be
16 upon the public streets, sidewalks, grounds, or semi-public property, either on foot or
17 in vehicles of any type, within the city.

18 *Disaster* means the occurrence of a natural catastrophe, technological accident, or
19 human-caused event that has resulted in environmental damage, property damage,
20 deaths, and/or multiple injuries, which may exceed the response capability of the local
21 jurisdiction, necessitating state, and potentially federal, involvement.

22 *Emergency* means any occasion or instance, such as a terrorist attack, terrorist
23 threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear
24 accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami,

1 war-related disaster, public health or medical emergency, other occurrence requiring
2 an emergency response, or any other condition that warrants action to protect life,
3 property, or the environment.

4 *Emergency management* means an approach to prevent, protect against, respond
5 to, recover from, and mitigate the effects of incidents.

6 *Emergency operations center (EOC)* means the physical location at which the
7 coordination of information and resources to support incident management (on-scene
8 operations) activities normally takes place.

9 *Emergency plan* means an ongoing plan for responding to a wide variety of
10 potential hazards.

11 *Hazard mitigation plan* means the representation of the city's commitment to
12 reduce risks from natural hazards, serving as a guide for decision makers as they
13 commit resources to reducing the effects of natural hazards.

14 *National Incident Management System (NIMS)* means the federal government's
15 standardized framework of doctrines, concepts, principles, terminology, and
16 organizational processes for emergency management.

17 (3) *Purpose.*

18 (a) The purpose of the office of emergency management is to coordinate the efforts of all
19 municipal agencies and employees, nongovernmental agencies, and private sector
20 partners to prepare for and function in the event of disasters and emergencies
21 endangering the lives of persons in the city, property of the residents of the city, or
22 public property in the city.

23 (b) The duty of the office of emergency management is to coordinate the development of

1 emergency plans for the effective employment of municipal resources to protect the
2 lives and health of the residents of the city and the private and public property therein
3 from the effects of emergencies or natural or man-caused disasters.

4 (c) The office of emergency management shall coordinate the implementation of such
5 plans in preparation for, during, and after periods of emergency or disaster. Such
6 plans shall be coordinated with those of the county and in consonance with the state
7 emergency management plans.

8 (d) The office of emergency management and safety shall ensure that the safety of all
9 city employees is a priority throughout the city's operations and coordinate and
10 oversee safety protocols and implementation for the city.

11 (4) *Emergency manager.* The emergency manager shall:

12 (a) Be responsible to the director of community health and safety for the organization,
13 administration, and operation of the emergency management program of the city;

14 (b) Coordinate the emergency management activities of all municipal departments and
15 agencies of the city, nongovernmental agencies, and private sector partners;

16 (c) Be the liaison and cooperate with the emergency management agencies of the federal
17 government, the state, the county, and the other political subdivisions therein;

18 (d) Develop an organizational structure for the office of emergency management, subject
19 to the approval of the governing body and recommend appointments to fill the
20 positions established therein subject to the city manager's authority;

21 (e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction
22 for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed,
23 equipped, and maintained;

24 (f) Maintain written emergency plans, including but not limited to all chapters, annexes,
25 and appendices of the comprehensive emergency management plan and hazard

1 mitigation plan, and annually review the plans to identify any recommendations for
2 revisions; and

3 (g) Maintain records documenting compliance with requirements of federal and state
4 emergency management programs, including the NIMS.

5 (5) *Financing.*

6 (a) Funds for necessary expenses of the office of emergency management, including
7 salaries for approved positions, may be made available through appropriations by the
8 governing body in accordance with Section 12-10-7 NMSA 1978.

9 (b) The emergency manager shall prepare and submit to the governing body an annual
10 proposed budget for emergency management expenditures and shall indicate those
11 amounts eligible for matching funds under the federal grant programs.

12 (c) During an emergency, purchases may be exempt from the city's procurement
13 code, as permitted pursuant to Section 11-13 SFCC 1987.

14 **Section 2. [NEW SECTION] Creating Section 2-8.8 of SFCC 1987, retaining**
15 **language from current Section 2-8.2 (B) (being Ord. No. 2023-11, § 1 as amended), to read as**
16 **follows:**

17 **2-8.8 - Police Department.**

18 (1) *Powers and duties generally.* Police officers shall execute and return all writs and
19 processes directed to them by the municipal judge and, in criminal cases or cases of
20 violations of city ordinances, they may serve the same in any part of the country. They
21 shall suppress all riots, disturbances and breaches of the peace, apprehend all
22 disorderly persons within the city and shall pursue and arrest any person fleeing from
23 justice. They shall apprehend any person in the act of committing any offense against
24 the laws of the state or the ordinances of the city, and forthwith bring such persons

1 before a competent authority for examination and trial. They shall have, in the
2 discharge of their proper duties, like powers and be subject to like responsibilities as
3 sheriffs or constables in similar cases.

4 (2) *Appointment of police officers; commissions.* No person shall assume or exercise the
5 functions, powers, duties and privileges incident or belonging to the office of
6 municipal police officers without first having received an appointment in writing,
7 known as a "commission", from the governing body. The advice of the chief of police
8 shall be obtained in the employment and commissioning of all police officers of the
9 department.

10 (3) *Training schools and examinations.*

11 (a) There shall be held and conducted at such times as may be prescribed by the chief of
12 police, with the approval of the governing body, schools for training in modern police
13 methods and practices. The schools for training and the checking of the qualifications
14 and general fitness of applicants for positions in the police department shall be under
15 the direction and supervision of the chief of police.

16 (b) All members of the police department shall take such examinations as may be
17 prescribed.

18 (c) In the taking of all written examinations there shall be assigned to each applicant a
19 number which shall be endorsed on the applicant's examination papers, and the
20 grading of the examinations shall be by number only.

21 (d) Except as otherwise provided, no member shall be retained in the police department
22 and no applicant shall be appointed to the police department unless such member or
23 applicant, after taking the prescribed training courses, has successfully passed the
24 prescribed examinations, written and oral; provided, that the minimum educational

1 qualifications required by the City Personnel Act shall not apply to members of the
2 present police department who are otherwise qualified under the provisions hereof;
3 provided further, that in passing on the qualifications of members of the present
4 police department, consideration shall be given to:

- 5 (i) Length of service and faithfulness to duty; and
- 6 (ii) General aptitude for police work as disclosed by the individual records of such
7 members to be confirmed by oral examinations.

8 (4) *Extra or emergency police officers.* The city manager may employ on behalf of the city
9 such extra or emergency police officers as may be required in the proper
10 administration of municipal affairs.

11 (5) *Police department reserve.*

12 (a) *Created.* There is created the city "police department reserve force", hereinafter
13 referred to as the "reserve".

14 (b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of
15 the city police department who shall have the sole and exclusive authority to:

- 16 (i) Summarily discipline or dismiss members without appeal to any body or tribunal;
- 17 (ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and
- 18 (iii) Approve or disapprove all officers, employees or agents of the reserve.

19 (c) *Authority.* The reserve and its individual members shall only have authority in law
20 enforcement on specific request by the city police chief. A specific request shall be
21 made for each individual instance of service.

22 (d) *Powers and Duties.*

- 23 (i) The duties of the reserve are to assist in enforcement of law by cooperating with
24 all law enforcement agencies and regulatory bodies.

1 (ii) The reserve or its members when acting upon call, and only when acting upon
2 call, of the city police chief, for the city or for another law enforcement agency or
3 regulatory authority, shall be possessed of the same powers and duties as a city
4 police officer or an officer of such law enforcement agency or regulatory
5 authority.

6 (e) *Call of Members.* When the city police chief calls up the members of the reserve, the
7 call shall be in writing, list the names of each member of the reserve called, the
8 purpose of the call, and the date and time the call begins and terminates. Except when
9 on call, reserve members shall have no more authority in law enforcement than that
10 of any private citizen.

11 (f) *Requests for Assistance.* Should any law enforcement agency or regulatory body
12 desire assistance from the reserve, the request shall be made to the city police chief
13 who may authorize it, if:

14 (i) Reserve members are fully covered by the workman's compensation insurance
15 policy of the assisted agency or body, and this is evidenced by a writing
16 presented to the chief; and

17 (ii) Any and all liability that may arise against the city, its officers, employees or
18 agents, the reserve, or its members as a result of such assistance, is assumed in
19 writing by the assisted agency or body.

20 (g) *Worker's Compensation.* The city shall immediately take steps to provide necessary
21 worker's compensation insurance for the reserve and necessary liability insurance
22 covering liability that may arise against the city, its officers, employees or agents as a
23 result of the activities of the reserve on behalf of the city. If any or a portion of such
24 liability is to be self-insured, the self-insurance fund shall be increased accordingly.

25 **Section 3. [NEW SECTION] Creating Section 2-8.9 of SFCC 1987, retaining**

1 language from current Section 2-8.2 (C) (being Ord. No. 2023-11, § 1 as amended), to read as
2 follows:

3 **2.8.9 - Fire Department.**

4 (1) *Department authority and powers.*

5 (a) Pursuant to Section 3-18-1F. and G. NMSA 1978 and 3-18-11B (1), the city may
6 provide proper means for protection from fire and protect the property of its
7 municipality and its inhabitants and preserve the health, safety, peace and order
8 within the municipality. Therefore, the stated purpose of this subsection is to grant
9 the fire department all authority necessary to protect life and property from the
10 hazards created by fire, explosion, and similar emergencies.

11 (b) The fire department shall have full and complete authority in connection with
12 fighting, mitigating, and preventing the spread of any fire that may arise within the
13 city, with the power to do and perform all necessary or expedient acts for the fighting
14 of fire. When called to a fire, the fire department shall have:

15 (i) Full and complete authority of the premises to which it has been summoned until
16 the fire has been extinguished and the premises are deemed safe by the fire
17 department; and

18 (ii) By emergency vehicle or by foot, the right of ingress and egress on all public or
19 private streets, alleyways, roads, driveways, and thoroughfares located within the
20 city limits or the city annexation areas.

21 (c) The fire department shall have full and complete authority in connection with the
22 provision of prehospital emergency medical services within the city, with the power
23 to do and perform all necessary or expedient acts for the provision of these services.

24 (d) The fire chief shall have full authority to sign agreements, approved by the city

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attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Public Safety Administration


Sponsor(s): Councilor Amanda Chavez, Councilor Pilar Faulkner, and Councilor Lee Garica

Reviewing Department(s): City Attorney’s Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager

Date: 12/02/2024 Phone: (505) 955-6518

Reviewed by City Attorney:  Date: Dec 6, 2024

Reviewed by Finance Director:  Date: Dec 6, 2024

Summary:

The proposed bill would amend SFCC 1987, Section 2-8.2 and create Sections 2-8.8 and 2-8.9. The Amendment to Section 2-8.2 would change the name of that Section from “Community Health and Safety Department” to the “Health and Human Services Department” and remove the subsections regarding the City of Santa Fe Police Department (“Police Department”) and the City of Santa Fe Fire Department (“Fire Department”). The subsections regarding the Fire Department and the Police Department would be moved into the two newly created Sections: 2-8.8, “City of Santa Fe Police Department” and 2-8.9, “City of Santa Fe Fire Department”.

Departments Affected:

Community Health and Safety Department, Fire Department, and Police Department.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City’s Administration chapter of code would continue to include a Community Health and Safety Department rather than and Health and Human Services Department and would continue to list the Police and Fire Departments as part of the Community Health and Safety Department.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Ordinance No. 2020-22 established the Community Health and Safety Department and described that it had five divisions: the Community Services Department, Police Department, Fire Department, Recreation Division, and the Office of Emergency Management and Safety.

Ordinance No. 2023-11 later revised the section of code regarding the Community Health and Safety Department by removing language prescribing a “Recreation Division” as one of its divisions and by listing the Family and Youth Services as a component of the Community Services Department. It also removed the term “Safety” from the Office of Emergency Management and Safety to make it “Office of Emergency Management”.

Performance and Administrative Implications:

If the Bill is adopted, the City would have a department called “Health and Human Services”. In addition, the City’s code would no longer prescribe that the Fire Department and the Police Department be in the same department with the Community Services Department and the Office of Emergency Management Department.

Fiscal Implications:

None.

Fiscal Impact

 X 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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* 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:

Signature: *Marci Cannarino*

Email: maeannarino@santafenm.gov