



Agenda

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

Procedures for Quality of Life Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. Update on Homelessness (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov and Julie Sanchez, Youth & Families Division Director; jjsanchez@santafenm.gov and Kristen Wood, Youth and Family Services Program Manager; krwoods@santafenm.gov)
6. Action Items: Consent Agenda
 - a. Request for Approval of the February 19, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 03/05/2025

- b. Request for Approval of a Professional Services Contract with The Life Link for Micro Community Management and Services in the Total Amount of 1,986,338.60. (Kristen Woods, Project Manager; krwoods@santafenm.gov)

Committee Review:

Quality of Life Committee: 03/05/2025

Finance Committee: 03/10/2025

Governing Body: 03/12/2025

- c. Request for Approval of Amendment No. 1 to General Services Contract Item

#23-0350 with Pallet PBC in the Total Amount of \$1,466,100 to Adjust for Price Increase with No Change in Total Compensation and Extend Term to June 30, 2026, to Provide Shelter Units and Facilities at the Safe Outdoor Space at Christ Lutheran Church. (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Committee Review:

Quality of Life Committee: 03/05/2025

Finance Committee: 03/10/2025

Governing Body: 03/12/2025

- d. Request for Approval of Amendment No. 3 to General Services Contract Item #22-0062 with Mittera to Increase the Compensation by \$164,000 for a New Total Amount of \$586,827.47 Including NMGRT for Printing of the Official Santa Fe Visitor's Guide for Tourism Santa Fe. (Randy Randall, TSF Executive Director; rrandall@santafenm.gov)

Committee Review:

Quality of Life Committee: 03/05/2025

Finance Committee: 03/10/2025

Governing Body: 03/12/2025

- e. Request for Approval of a Memorandum of Understanding with the New Mexico Department of Homeland Security and Emergency Management and the State Fire Marshal's Office to Promote Fire and Life Safety by Conducting and/or Assisting the State Fire Marshal's Office with Fire Code Inspections, to Enter Upon Building and Premises for the Purpose of Examination and Inspection, when Deemed Beneficial to Both Parties. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:

Quality of Life Committee: 03/05/2025

Finance Committee: 03/10/2025

Governing Body: 03/12/2025

- f. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Alma Castro) A Resolution Authorizing the Sale and Consumption of Beer and Wine in the Railyard Park During the 2025 Railyard Movies in the Park on May 31, 2025; June 28, 2025; July 26, 2025; August 9, 2025; and August 23, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/26/2025

Quality of Life Committee: 03/05/2025

Governing Body: 03/12/2025

- g. CONSIDERATION OF RESOLUTION NO. 2025____. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Second Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

- h. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Michael Garcia)
A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 31, 2025, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Wednesday March 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.



Date: February 21, 2025

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

Via: Henri Hammond-Paul, Community Health and Safety Department Director

From: **Kristen Woods, Youth and Family Services Division Director** 
HENRI HAMMOND-PAUL (Feb 21, 2025 12:24 MST)

Subject: **The Life Link Operator Contract** *KRISTEN WOODS*

Vendor Name: **The Life Link**

Vendor Number: **1340**

ITEM AND ISSUE:

Request for Approval of Contract with The Life Link for the Purpose of Micro Community Management and services In the Total Amount of 1,986,338.60 Excluding Gross Receipts Tax; (Kristen Woods, Project Manager; krwoods@santafenm.gov)

Action Requested: Approve Contract with The Life Link for Operator of Micro Communities

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #25021 in October of 2024 to solicit applications from organizations, agencies, or service providers to provide services for temporary, non-congregate emergency shelter that creates opportunities for those experiencing unsheltered homelessness. This will take place in a Micro Community (Previously called Safe Outdoor Space (SOS)). Micro Communities are a designated site for temporary shelter and amenities that allow our unhoused neighbors to have a safe space to sleep while providing basic human necessities and assisting in resource connection. The living structures are optimized for one person or two people, are outfitted with climate control systems and interchangeable bed/desk options, LED lighting, and locking doors to provide comfortable and secure places to sleep and store belongings. Other safety features include a smoke detector, fire extinguisher, carbon monoxide detector, and emergency egress opening. This resulting contract would empower The Life Link to operate these Micro Communities. The Life Link will provide on-site social support services, 24/7 oversight and security, and to provide basic property management services including:

- Property Management
- Site Services
- Work with the Owner the City chooses.

As the Operator for the current SOS at Christ Lutheran Church, they are experienced and knowledgeable in Operating these facilities. They were chosen by the Evaluation Committee in November of 2024.

PROCUREMENT METHOD:

RFP #25021

Chief Procurement Officer Approval: *J. Lujan* Date: _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3250427

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

The funding source is:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

If the project is grant funded? List grant award number: N/A - Not federally funded

Grant Manager / Accounting Officer Approval: *Erika Lujan* Date: _____
Comment/Exceptions: Erika Lujan (Feb 25, 2025 13:17 MST)

Project Ledger #: N/A - Not federally funded

Budget Officer Approval: *Andy Hopkins* 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: NA

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: Josie Bolden **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:

Keep only those that pertain and delete the rest (including this message)

Certificate of Liability Insurance

Professional/General Services Contract

CPO Determination

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 **The Life Link**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

OPERATOR

The OPERATOR will provide on-site social support services, 24/7 oversight, and provide basic property management services to two Micro Communities.

1. **Property Management-** the OPERATOR will provide the following facility/site operations:
 - a) Ensure residents have a healthy living environment where basic needs are met as appropriate.
 - b) Develop a maintenance request system for repairs so that residents:
 - i. are not making alterations or repairs on the units;
 - ii. have a space that is habitable in all seasons;
 - iii. requests for repairs to heating/cooling systems are addressed in a timely fashion;
 - iv. receive repairs in a timely manner; and
 - v. receive exceptional customer service.
 - c) Provide 24/7 supervision to mitigate crime, provide crisis intervention and general oversight.
 - d) Develop a contract for residents which outlines rules, policies and procedures including:
 - i. Lawful parameters for eviction proceedings;
 - ii. Policy for non-use of space/abandonment that considers jail stays and

- hospitalization;
 - iii. Code of Conduct;
 - iv. Grievance Procedure;
 - v. Procedure and parameters for residents to add an adult or pet to their household;
 - vi. Visitor Policy; and
 - vii. Health and Safety/Emergency Situations.
- e) Develop a Good Neighbor Plan to plan for neighborhood safety, concerns and appearance.
 - f) Develop an application process for unsheltered individuals to “apply” for a space.
 - g) Develop a prioritization system which considers all barriers to housing and especially vulnerable individuals such as veterans over the age of 55, individuals over the age of 65, individuals with chronic health needs, and individuals with a mental health diagnosis that severely impacts their ability to live in a congregate setting.
 - h) Establish a working relationship with Santa Fe Police Department to offer alternatives to jail for residents of the Micro Community who may be struggling in the community.
 - i) Establish a working relationship with Santa Fe Fire Department /Alternative Response Unit (ARU) and local hospitals to maintain a running list of current residents so that they may be discharged directly to the Micro Communities. .
 - j) Participate in coordination with the City and community partners around data and cases to ensure system effectivity.:
 - i. Coordinated Entry (CE) to prioritize individuals for community services,;
 - ii. Appointing a main point of contact for CE and by name list data entry; and
 - iii. Obtain ongoing training for the Lead in both The NM Homeless Management Information System (HMIS), CE and by name list.
 - iv. Participation in City-lead coordination efforts as appropriate.
2. **Site Services-** OPERATOR will provide on-site services using best practices which promotes human rights. “Best practices” include, at a minimum, the following services:
- a) Regular outreach to residents;
 - b) Housing case management services including providing support to residents in the following ways:
 - i. Housing searches and assessments;
 - ii. Rental applications;
 - iii. Transportation to apartment showings;
 - iv. Budgeting and employment; and
 - v. Applying for benefits (Supplemental Nutrition Assistance Program (SNAP), MEDICAID, Unemployment, SSI/SSDI Outreach, Access and Recovery (SOAR), etc.);
 - c) Coordinated Entry and City CONNECT network participation to prioritize residents for other services;
 - d) Daily access to perishable and non-perishable foods. e) Providing on-call case management services

3. Reporting and Coordination Requirements-

The project calls for the following:

- a) Mandatory participation in HMIS
- b) Entering every resident into HMIS, including additions to households
- c) Completion of the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) for every resident in the project
- d) Completion of record keeping of Chronic Homeless Status (if applicable)
- e) Provider notes in HMIS at minimum once per month
- f) Partner with an agency to provide ongoing training in HMIS.
- g) Participation in City-lead coordination efforts.
- h) Attending required City meetings as appropriate.

OPERATOR will keep relevant data from participation in reporting like VI-SPDAT and HMIS which they will submit and report to relevant entities at least once a month. in a timely manner.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service provider, rendering services related to operating Micro Communities/safe outdoor space(s) for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed , for a not to exceed amount of one million nine hundred eighty-six thousand three hundred thirty-eight dollars and sixty cents (\$1,986,338.60), excluding gross receipts tax.
- B. Payment. The total compensation under this Agreement shall not exceed \$1,986,338.60 - excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**
- C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15)

days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

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

4. **Term**

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

5. **Termination**

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

B. **Notice; City Opportunity to Cure.**

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

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

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

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

6. **Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given

by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. **Amendment**

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

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

15. **Entire Agreement.**

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

16. **Merger**

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

All terms and conditions of the **RFP #25021** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. **Penalties for violation of law**

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

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

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit

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

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

prepaid, as follows:

To the City: Kristen Woods
Program Manager, Youth and Family Services Division,
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Michael DeBernardi
CEO, The Life Link
2325 Cerillos Road
Santa Fe NM 87505
drdebernardi@thelifelink.org

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

CONTRACTOR:

The Life Link


MICHAEL DEBERNARDI, CEO


DATE: Jan 22, 2025

NMBTIN: 02-097780-00-8

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

 Jan 22, 2025
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C No. Ext): (505) 982-4302 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	FAX (A/C No.): (505) 989-9186	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER A: New Mexico Premier Insurance Com		13675
	INSURER B: ACE Property and Casualty Insura		20699
	INSURER C: Ace American Insurance Company		22667
	INSURER D: Travelers Casualty and Surety		19038
	INSURER E: INSURER F:		


COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38769 (20) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SVRD37800545003	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CALH0861555A003	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6145.135	11/27/2024	11/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate \$ 1M/3M
D	Crime			105649125	11/30/2024	11/30/2025	Employee Theft \$ 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe P.O. Box 909 Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket **services**' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

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

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

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

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

General Services (continued):

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

The following are Professional Services:

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

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

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

The following are Construction Services:

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

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024








Blanket Services Determination

Final Audit Report

2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-11-26 - 7:52:49 PM GMT









Micro Community management packet-1

Final Audit Report

2025-02-21

Created:	2025-02-21
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANCarsYY2g7_1CSwJvZk_E92NV0R4YoFJ

"Micro Community management packet-1" History

-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-02-21 - 6:12:03 PM GMT- IP address: 63.232.20.2
-  Document emailed to KRISTEN WOODS (krwoods@santafenm.gov) for signature
2025-02-21 - 6:14:48 PM GMT
-  Email viewed by KRISTEN WOODS (krwoods@santafenm.gov)
2025-02-21 - 6:52:46 PM GMT- IP address: 104.47.65.254
-  Document e-signed by KRISTEN WOODS (krwoods@santafenm.gov)
Signature Date: 2025-02-21 - 6:52:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-02-21 - 6:53:00 PM GMT
-  Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-02-21 - 7:24:08 PM GMT- IP address: 104.47.65.254
-  Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-02-21 - 7:24:20 PM GMT - Time Source: server- IP address: 104.156.39.164
-  Agreement completed.
2025-02-21 - 7:24:20 PM GMT



Date: January 13, 2025

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

Via: Henri Hammond-Paul, Community Health and Safety Department Director

From: Kristen Woods, Youth and Family Services Project Manager

Henri Hammond-Paul
HENRI HAMMOND-PAUL (Feb 6, 2025 11:37 MST)

Subject: Pallet PBC Amendment

KRISTEN WOODS

Vendor Name: Pallet PBC

Vendor Number: 9676

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Contract Item# 23-0350 with Pallet PBC in the Total Amount of \$1,466,100 to Adjust for Price Increase with No Change in Total Compensation and Extend Term to June 30, 2026 (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Action Requested: Approve Contract Amendment for Pallet PBC

BACKGROUND AND SUMMARY:

Pallet PBC has been providing shelter units and facilities at the Safe Outdoor Space at Christ Lutheran Church since it opened. They will be providing units for three new shelters in Santa Fe. The Contract is being amended in order to adjust for price increases from the Pallet PBC organization and allow us to provide safe, high-quality shelters to our neighbors in need.

PROCUREMENT METHOD:

ITB # 23/43/B

Chief Procurement Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3204087

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

The funding source is:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Buildings & Structures >\$5k/ 570400

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

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

Comment/Exceptions: _____

Project Ledger #: _____

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: NA _____

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:

Keep only those that pertain and delete the rest (including this message)

Vendor's Quote

Certificate of Liability Insurance

Professional/General Services Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0350**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Pallet PBC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with shelter units.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is replaced in its entirety so that Article 3, reads as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable Item:	Price
1 S2 Sleeper - 70sf	\$ 15,900.00
2 Electrical Hook Up Kit w/ Integrated Heater	\$ 635.00
3 Air Conditioner Install Kit -8000 BTU	\$ 600.00
4 Twin XL Bed	\$ 150.00
5 Twin XL Mattress	\$ 350.00
6 Assembly Services- Prevailing Wage	\$ 1,100.00

CoSF Version 4 12.20.2023

7	Shipping and Handling	\$	1,050.00
8	Digital Door Lock	\$	135.00
9	Desk	\$	335.00

There shall be a 5% pricing increase on each new fiscal year of this contract, on July 1.

The total compensation under this Agreement shall not exceed one million four hundred and sixty-six thousand and one hundred dollars (\$1,466,100.00) including New Mexico gross receipts tax.

2. TERM:

Article 5 is amended to extend the term by one (1) year so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (years) in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. NOTIFICATIONS:

Article 43 of the Contract is amended to modify the City contact so that the City written notification address in

Article 43 reads as follows:

To the City:

Youth and Families Division
 Kristen Woods
 119 Marcy St., Suite 101, Santa Fe, NM 87501
 (505) 955-6913
 krwoods@santafenm.gov

4. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber, Mayor

CONTRACTOR:

Pallet PBC

Brian Henn

Brian Henn, CFO

DATE: _____

DATE: Jan 3, 2025

New Mexico Business
Tax Identification Number: 03-620173-00-1

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Rm

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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ENDORSEMENT FORM TO FOLLOW FROM CARRIER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person Or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph H. **Other Insurance** of **Section IV - Conditions**:

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:
 - a. Is identified as an additional insured in the "underlying insurance";
 - b. Is a Named Insured under such other insurance; and
 - c. Has agreed with you in a written contract or agreement that:
 - (1) Is signed and effective prior to an "occurrence" to which this insurance applies;
 - (2) This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs 1.a. and 1.b. above;
 - (3) Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and
 - (4) Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.
2. This condition does not apply to:
 - a. Other insurance, not included in Paragraph 1. above, that may be available to the designated person or organization outside of your written contract or agreement; or
 - b. Liability which:
 - (1) May attach to the designated person or organization and is not assumed by your written contract or agreement; or
 - (2) Is assumed by the designated person or organization under any other written contract assuming the obligations of another.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PALLET PBC
DBA: PALLET INC.

Business Location: 1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

CRS Number: 03620173001

Owner: PALLETT PBC

License Number: 235063

License Type: Business License - Renewable

Issued Date: May 23, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: May 23, 2025

Fees Paid: \$10.00

PALLET PBC
1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Item# **23-0350**
Munis Contract# 3204087

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Emergency Shelter Units

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Pallet PBC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Pallet PBC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The contractor shall provide up to 100, rapidly deployable, scalable shelter units made of durable materials (fiberglass-reinforced composite or similar) appropriate for the subtropical highland climate of Santa Fe, NM (35.6870 N, 105.9378 W). Individual units will be single story, have a minimum square footage of 64 sq ft. and a maximum of 100 sq. ft., shall be equipped with shelving; fire safety equipment, including an emergency escape hatch that functions like a simple door lever or panic bar that is not lockable from the exterior, and shall be adaptable for ADA compliance. All individual units shall have the following specifications and accessories: 120-volt electrical hookup, integrated heater unit, integrated air conditioning unit, integrated collapsible bunk beds, and custom fit mattress pads. Delivery and onsite assembly at locations within city limits approved for this use by the city's Land Use Department, Fire Marshal, and all other relevant authorities shall be included.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Shelter 64sqf 1.5" Insulated	100	\$9,995.00

02 Electrical Hook Up Kit w/Integrated Heater	100	\$1,799.00
03 Air Conditioner Install Kit – Shelter 64	100	\$ 399.00
04 Folding Bunk Bed	100	\$ 349.00
05 Custom Fit Mattress Pad	100	\$ 299.00
06 Assembly Services-Prevailing Wage	100	\$1,025.00
07 Shipping and Handling	100	\$ 795.00

The total compensation under this Agreement shall not exceed \$1,466,100.00 [one million four hundred and sixty-six thousand and one hundred dollars] [including New Mexico gross receipts tax.]

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. **Acceptance** - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (years) in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. **Notice: City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for goods already manufactured and/or acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND**

DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

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

12. Non-Collusion

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

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours

and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The City shall pay for any goods manufactured or acceptable work performed prior to Contractor's receipt of notice of termination or amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement: Merger**

This Agreement incorporates all the agreements, covenants, and understandings between

the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

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

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon

which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement. The City shall pay for any goods manufactured or acceptable work performed prior to Contractor's receipt of notice to suspend, delay, or interrupt the work.

41. Shipment of Products.

The City will agree to a no-later-than ship date in each Purchase Order issued pursuant to this agreement. If any shipment or delivery of contracted goods is delayed at City's request or due to the City's inability to take possession of the contracted good, risk of loss shall pass to City on the agreed up on ship date. In addition to the foregoing, Contractor shall have the right to: (i) invoice the City for the Purchase Price of such goods, and such invoice shall be due within 30 days of receipt; (ii) store the good at a location acceptable to Contractor, and charge the City all costs and expenses associated with such storage and with transport to such storage site, FOB Contractor's factory, which City shall promptly reimburse to Contractor upon receipt an invoice for the same; and/or (iii) require the City to arrange for and cover all costs and expenses related to the shipment of the goods from the applicable storage location to the Project Site, all transport FOB Contractor's factory.

42. City's Duties.

(a) While Contractor will assemble the shelters, it shall have no responsibility any services not expressly set forth herein, including site grading, shelter leveling, electrical or plumbing connections, or staking units to the ground. The City shall have the responsibility to provide: (i) site grading with all sleeping shelter installation surfaces within 1" of level; (ii) a site map clearly indicating the location and placement of each shelter, including the direction the

shelter should be facing; (iii) a suitable forklift with lifting capacity of at least 6,000 pounds and 6-foot forks; (iv) a secure worksite with onsite security for the duration of the assembly and appropriate warnings for any non-obvious dangers, e.g., unmarked open trenches; (v) access to an appropriate dumpster for refuse; (vi) access to an onsite bathroom compliant with OSHA. The City shall provide a licensed electrician to perform electrical hook-ups. The City understands and agrees that failure to perform any of these conditions prior to Contractor's arrival to assemble shelters may result in a change order reflecting lost time for the period of delay at a rate of \$85 per hour per Contractor employee on site.

(b) While Contractor will provide the Products and Services set forth herein, the City shall be solely and exclusively responsible and liable for: (i) ensuring that all transactions, documents and operations in connection with these Terms, including, without limitation, all operations at the Project Site, are in compliance with all applicable Laws; (ii) procuring and maintaining all applicable permits, certifications, licenses and approvals necessary under all applicable Laws for the delivery and use of all Products and performance of all Services, including but not limited to, consultation with, inspections, and approvals from local building officials and fire authorities regarding site layout and shelter spacing; (iii) cleaning and maintaining the Products, including, without limitation, by following all user manuals, cleaning instructions and Product manuals provided by Contractor to the City; (iv) ensuring the safety of the Products (including, without limitation, protecting, monitoring and maintaining all fire extinguishers, smoke detectors, electrical panels, keys, door locks, door handles and entrances to the Shelters), the Product's end users and residents and the Project Site after the completion of the applicable Services; and (v) to the extent the City uses its own Representatives to perform any assembly or installation of any Products, the acts, errors, omissions, negligence or misconduct of the City and its Representatives in connection herewith.

(c) The City acknowledges and agrees that it has received and reviewed Contractor's Village Dignity Standards in the form attached hereto as Exhibit 1 (the "Dignity Standards"). The City agrees that it shall use its reasonable best efforts acting in good faith to comply with, and cause its employees, agents, contractors, volunteers, Project Site managers and service providers (collectively, "Representatives") to comply with, the Dignity Standards for the Project Site and in connection with its use, maintenance and safety of the Products. The City shall be primarily responsible and liable for any of its Representatives' adherence to the Dignity Standards in accordance with the terms herein. The City represents and warrants that it has sufficient resources to comply with and adhere to the Dignity Standards and shall maintain sufficient resources at all times while it owns or licenses the Products to comply with the Dignity Standards. The City acknowledges that its duties and obligations within this Section are a material inducement for Contractor to enter into these Terms, and that any failure by the City or its Representatives to adhere to the provisions in this Section shall constitute a material breach of these Terms. The City acknowledges and agrees that Contractor shall have all rights and remedies under these Terms, and at law and in equity. The terms and conditions of this Section shall survive the delivery of the Products or any earlier termination or expiration of these Terms. The City acknowledges and agrees that Contractor shall not be liable for any failure by the City to comply with the Dignity Standards in whole or in part.

43. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Office of Emergency Management
Kyle Morgan
1600 Saint Michaels Dr. Bldg #2. Santa Fe, NM 87505
505-955-6704
klmorgan@santafenm.gov

To the Contractor:

Pallet PBC
Sammi Anderson, Vice President and Secretary
1930 Merrill Creek Parkway, Suite A, Everett, WA 98203
801-694-9773
sammi@palletshelter.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Pallet PBC
Sammi Anderson, Vice President and Secretary
1930 Merrill Creek Parkway, Suite A, Everett, WA 98203
801-694-9773
sammi@palletshelter.com

44. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE: Jun 2, 2023

CONTRACTOR:

Pallet PBC

DocuSigned by:



SAMMI ANDERSON,
VICE PRESIDENT & SECRETARY

DATE: 5/9/2023

CRS# 03620173001

Registration# 235063

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (May 9, 2023 16:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jun 1, 2023 23:27 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.570400
Org.Name/Org.#



Exhibit 1 PALLET VILLAGE DIGNITY STANDARDS

INHERENT & ABSOLUTE

Pallet's mission is to end unsheltered homelessness. Pallet villages are operated by community partners who collaborate with village residents to end their unhoused status, while transitioning into stable housing as quickly as possible. Villages provide life-sustaining services in a manner that fosters a safe, affirming, and dignified atmosphere for all residents. Discrimination or disparate treatment toward village residents on the basis of race, religion, national origin, immigration status, gender or nongender conforming, sexual orientation, or any other protected class is strictly prohibited.

At Pallet, we believe in all people's inherent and absolute dignity. Guided by feedback from village operators and Pallet team members with lived-experience, we have created a set of dignity standards intended as universal and irreducible requirements for the purchase and use of Pallet shelters. These are organic principles intended to evolve and refine as we learn more about what works best.

HYGIENE FACILITIES

Everyone is entitled to hygiene and sanitation that is clean, safe, secure, and that provides privacy and ensures dignity. Well-maintained toilets are mandatory at all Villages and must be available at all times. Flush toilets are strongly preferred, especially as the number of residents increases. Well-maintained hand-washing facilities are mandatory and must be available at all times. Residents must have access to showers. Showers on site are preferred. An alternative shower plan is acceptable assuming reasonable distance and safety. Residents must be able to wash their clothes as needed. Laundry on site is preferred. An alternative laundry plan is acceptable assuming reasonable distance and safety.

MEALS

All people should live free of hunger, food insecurity, and malnutrition and Villages are required to confront and solve for these issues. Clean, safe drinking water must be available to all residents at all times. The provision of two-to-three nutritious meals daily and a place to prepare meals is strongly preferred. Operators should ensure that all areas used for food storage or preparation are kept sanitary and comply with local health codes. When needed, residents should be aided in signing up for food based government benefits upon moving in.

TRANSPORTATION

Access to essential services is a basic human right. Villages must not be more than one mile from an active public transportation hub allowing access to essential services such as food, healthcare, public benefits, and employment. Where not possible, shuttle services or other alternative transportation must be provided. Accommodations should be made for disabled persons who are unable to access general means of transportation.

SAFETY

We all want to feel safe in our neighborhoods. Residents, staff, and the surrounding communities should be afforded every available measure of safety and security. Site infrastructure must include exterior fencing, locking gate/monitored entrances, and operable lighting. Cabin spacing must be approved by the local fire authority, addressing the risk of fire and its potential to spread. Village operators must maintain and ensure clear pathways between and in each cabin. Operators must enforce a strict policy against smoking or open flames inside cabins. Operators must have sufficient staff on duty at all times and enforce established safety measures. Staff with de-escalation and trauma-informed training is strongly preferred. A zero-tolerance policy toward violence, abuse of power, threats/intimidation, sexual harassment/assault, or discrimination of any kind is mandatory for all persons at the village.

SUPPORTIVE SERVICES

The primary function of villages is to provide a supportive, safe community for residents to access services needed to permanently end their unhoused status. Village operators must engage residents in supportive services/case management. Supportive services must be client-centric with an emphasis on attaining stable housing, publicly available benefits, holistic health care, vital documents, and employment. Case management should be frequent, consistent, and transparent. It must be offered by trained staff.

CITY OF SANTA FE
PURCHASING OFFICE
 200 Lincoln Ave Room 122 Santa Fe, NM 87505
 JoAnn Lovato, Interim CPO

DATE: 1/16/2023 3:00PM		(A)	(A)	(A)	(A)	(A)	(A)	(A)	(A)	(A)	(A)	(A)	
ITB # 2343/B Emergency Shelter Units		Guardian Booth	Guardian Booth	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Guardian Booth Structural Components	Guardian Booth Structural Components	Guardian Booth Structural Components	Guardian Booth Structural Components	Guardian Booth Structural Components	Guardian Booth Structural Components	Guardian Booth Structural Components	
BID NUMBER: 2343/B		UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM
PREPARED BY: JoAnn Lovato													
ITEM & DESCRIPTION													
Unit	Approx. QTY												
1	100	\$15,000.00	\$1,500,000.00	\$11,051.52	\$1,105,152.00	\$11,058.43	\$1,105,843.00	\$11,058.43	\$1,105,843.00	\$11,058.43	\$1,105,843.00	\$11,058.43	\$1,105,843.00
1	100	Included	Included	\$728.00	\$72,800.00	\$1,700.00	\$170,000.00	\$1,700.00	\$170,000.00	\$1,700.00	\$170,000.00	\$1,700.00	\$170,000.00
1	100	\$850.00	\$85,000.00	Included	Included	\$1,300.00	\$130,000.00	\$1,300.00	\$130,000.00	Included	Included	Included	Included
1	100	\$2,058.99	\$205,899.00	\$6,451.87	\$645,187.00	\$1,300.00	\$130,000.00	\$1,300.00	\$130,000.00	\$1,300.00	\$130,000.00	\$1,300.00	\$130,000.00
1	100	\$1,000.00	\$100,000.00	\$300.00	\$30,000.00	\$1,400.00	\$140,000.00	\$1,400.00	\$140,000.00	\$1,400.00	\$140,000.00	\$1,400.00	\$140,000.00
1	100	Included	Included	Included	Included	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00
1	100	Included	Included	\$2,000.00	\$200,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00
1	1	Included	\$15,000.00	\$25,000.00	\$250,000.00	\$400.00	\$40,000.00	\$400.00	\$40,000.00	\$400.00	\$40,000.00	\$400.00	\$40,000.00
			\$1,515,000.00	\$42,000.00	\$2,220,602.00	\$11,058.43	\$1,105,843.00	\$11,058.43	\$1,105,843.00	\$11,058.43	\$1,105,843.00	\$11,058.43	\$1,105,843.00

Witness: *[Signature]* Time: 10:30 am
 Witness: *[Signature]* Time: 10:30A

Date: 2.1.23
 Date: 2/1/23

Original Bid to be used for 2023 Emergency Shelter Units
 for Guardian Booth, Fire Alarm, Fire Supply, Fire Alarm Fire Supply
 For the City of Santa Fe, Interim CPO



January 17, 2023

JoAnn Lovato
Interim Chief Procurement Officer
City of Santa Fe
purchasing_ITB@santafenm.gov

Ms. Lovato,

I am writing as an authorized representative of Pallet, which is a Public Benefit Company and fair chance employer. We are interested in being the Manufacturer and Supplier for the City of Santa Fe's ITB opportunity for manufacturing and assembling up to 100 single occupancy emergency shelter units.

Pallet is the national leader in rapid-response shelter villages. We are "Buy America" compliant and exclusively manufacture in the U.S. Our unique and patented shelters (US Patent #10,260,228 B2) are the only known shelters on the market that can be put together quickly with minimal tools required and are made 100% of inorganic material -making them mold, mildew and rot resistant. Additionally, our shelters come with R-value 7.5 insulation, climate control appropriate for Santa Fe temperatures, 120-volt electrical connections, shelving, integrated bed platforms, and fire safety equipment like an emergency escape hatch, making our shelters the only know turn-key solution.

Pallet has manufactured, delivered and set up villages of the same scale requested by the City of Santa Fe, as well as at larger scales, 100 times working with 76 municipalities in the process. To see some examples, refer to the impact reports and product drawings in the Appendix.

I, Sammi Anderson, have the authority to discuss with the City of Santa Fe and to execute on behalf of Pallet any agreement that may result from the bid. I or Elizabeth Rugg may be contacted during the period of proposal evaluation.

We attest that all information submitted with the proposal is true and correct.

Pallet Authorized Signer Name: Sammi Anderson, Vice President & Secretary

DocuSigned by:
A handwritten signature in black ink that reads "Sammi Anderson".
Date: January 17, 2023

City of Santa Fe

Invitation to Bid

Title: Emergency Shelter Units

ITB # 23/43/B

NIGP Commodity Code: 15580, 15586, 91069, 95237

Bid Due Date and Time: January 18, 2023 at 3:00 p.m. (MST/MDT)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: <u>Pallet PBC</u>	Address: <u>1930 Merrill Creek Parkway</u>
dba (if applicable): _____	<u>Suite A</u>
Co. Email: <u>elizabeth@palletshelter.com</u>	<u>Everett WA 98203</u>
Co. Phone No.: <u>425-610-3634</u>	
NM Gross Receipts Tax # (CRS) _____	Federal Tax ID # <u>82-1516722</u>

Payment terms: Net 30 (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder's Delivery: _____ (May be considered in the award)

Minimum lead times from PO to delivery are as follows: 4 weeks for 1-50 shelters, 6 weeks for 51-100 shelters, 8 weeks for 100+ shelters. There will be a no-later-than-ship-date of 6 months after issuance of a PO. Within that time frame established between the aforementioned lead time and the no-later-than-ship-date, Pallet can modify shipping and assembly dates at the request of the customer.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. 1 Dated: 01/04/23 Amendment No. _____ Dated: _____

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest Yes financial interest

DocuSigned by:

Sammi Anderson

Authorized Signature: _____

Signatory Email: sammi@palletshelter.com

Print or type name: Sammi Anderson

Phone No: 801.694.9773



Created Date 1/17/2023

Quote Number 00001114

Company Address 1930 Merrill Creek Pkwy, Suite A
Everett, WA 98203
USA

Expiration Date 1/31/2023

Contact Name JoAnn Lovato

Bill To Name City of Santa Fe, NM

Ship To Name Office of Emergency Management Attn: Kyle Morgan

Ship To 1600 Saint Michaels Drive
Santa Fe, NM 87505
United States

Product	Sales Price	Quantity	Total Price
Shelter 64 SQF 1.5" Insulated	\$9,995.00	100.00	\$999,500.00
Electrical Hookup Kit including electrical disconnect w/ integrated heater	\$1,799.00	100.00	\$179,900.00
Air Conditioner and Install Kit - Shelter 64	\$399.00	100.00	\$39,900.00
Folding Bunk Bed	\$349.00	100.00	\$34,900.00
Custom Fit Mattress Pad	\$299.00	100.00	\$29,900.00
Assembly Services - Prevailing Wage	\$1,025.00	100.00	\$102,500.00

Subtotal \$1,386,600.00
Shipping and Handling \$79,500.00
Grand Total \$1,466,100.00

Notes

A 6,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Prices are in USD

6 Months of Safe Stay Success

The City of Vancouver opened its first Safe Stay Community located at **11400 NE 51st Circle** on city-owned property, on Dec. 23, 2021. More than six months later, it continues to provide the most vulnerable in our community with comfortable, dry and secure surroundings where they have access to high-quality, compassionate life-saving and social services while they work to transition out of homelessness.

Safe Stay Community staff work with partner agencies to facilitate residents' transition out of homelessness. **74 referrals** have been made to partner agencies for services that include medical care, mental health check-ins, education, employment, housing, pet care, Social Security and other benefits such as nutrition assistance.

46 PEOPLE SERVED, INCLUDING:

- 30** MALES
- 16** FEMALES
- 6** COUPLES





MOST RESIDENTS ARE BETWEEN 24-54 YEARS OLD

AGE	# SERVED
18-24	2
25-34	12
35-44	16
45-54	9
55-61	5
62+	2

HOUSING ASSISTANCE

- 14** SUCCESSFUL TRANSITIONS TO HOUSING 
- 10** WORKING WITH CASE MANAGER TO OBTAIN HOUSING
- 40** HOUSING ASSESSMENTS COMPLETED
- 11** NEGATIVE EXITS FROM PROGRAM

EDUCATION, EMPLOYMENT, HEALTH AND WELLNESS

- 126** ACCESSED LOCAL TRANSIT SUPPORT
- 25** OBTAINED MONTHLY YMCA MEMBERSHIPS
- 16** OBTAINED IDENTIFICATION CARDS
- 1** OBTAINED HIGH SCHOOL DIPLOMA 
- 11** SECURED EMPLOYMENT
- 32** ACCESSED HEALTHCARE (PHYSICAL, MENTAL, BEHAVIORAL) 
- 13** RECEIVED SUBSTANCE USE DISORDER EVALUATIONS
- 6** ACCESSED DETOX SERVICES
- 36** ACCESSED LAUNDRY SERVICES



S-1

Changing Lives, One Stay and One Day at a Time

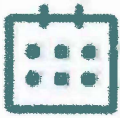
The Safe Stay Communities are helping turn lives around. They are another one of the City's solutions to help end homelessness; an immediate, compassionate alternative for people living on our streets so they can move toward gaining employment and living indoors again. And some people are doing just that. People like Michael Eddy and Wesley Roseberry. **Scan the QR code to watch their story.**



Providing a Sense of Community

130

AVERAGE LENGTH OF STAY PRIOR TO SECURING HOUSING, IN **DAYS**



4

COMMUNITY EVENTS HELD

Garden Seed Exchange, Art Groups, Music Gatherings, Resource and Service Discussions

20

COMMUNITY MEETINGS HELD



5 

COMMUNITY PARTNERSHIPS FOR RESIDENT EMPLOYMENT OPPORTUNITIES

Including Talkin' Trash, YMCA and Outsiders Inn



A Safer Safe Stay

Prior to opening the City's first Safe Stay Community, the property located at 11400 NE 51st Circle was the site of a sizeable homeless encampment. Since the Safe Stay Community opened, the number of calls to police for service and officer-initiated activity within a 500 foot radius of the address, has dropped **30 percent** over the same time period (January-June) compared to 2021.



Of the other Fire/EMS-related calls for service within the same radius, the percentage responding specifically to 11400 NE 51st Circle dropped from 15.6% to **6%** of the total.

CALLS FOR FIRE/EMS (500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JANUARY-JUNE 2021



JANUARY-JUNE 2022



CALLS FOR POLICE (500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.-JUNE 2021 JAN.-JUNE 2022



OFFICER-INITIATED VISITS (500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.-JUNE 2021 JAN.-JUNE 2022



30% REDUCTION IN POLICE CALLS AND OFFICER-INITIATED VISITS

NOTABLE CALL REDUCTIONS

JAN.-JUNE 2021	ACTIVITY	JAN-JUNE 2022
5	DRUG/NARCOTIC VIOLATION	0
16	MEDICAL/WELFARE CHECK	4
11	DISTURBANCE	5
5	THEFT	2

SCAN THE QR CODE FOR A COMPLETE BREAKDOWN OF CALLS



Exhibit 1

PALLET VILLAGE DIGNITY STANDARDS

INHERENT & ABSOLUTE

Pallet's mission is to end unsheltered homelessness. Pallet villages are operated by community partners who collaborate with village residents to end their unhoused status, while transitioning into stable housing as quickly as possible. Villages provide life-sustaining services in a manner that fosters a safe, affirming, and dignified atmosphere for all residents. Discrimination or disparate treatment toward village residents on the basis of race, religion, national origin, immigration status, gender or non-gender conforming, sexual orientation, or any other protected class is strictly prohibited.

At Pallet, we believe in all people's inherent and absolute dignity. Guided by feedback from village operators and Pallet team members with lived-experience, we have created a set of dignity standards intended as universal and irreducible requirements for the purchase and use of Pallet shelters. These are organic principles intended to evolve and refine as we learn more about what works best.

HYGIENE FACILITIES

Everyone is entitled to hygiene and sanitation that is clean, safe, secure, and that provides privacy and ensures dignity. Well-maintained toilets are mandatory at all Villages and must be available at all times. Flush toilets are strongly preferred, especially as the number of residents increases. Well-maintained hand-washing facilities are mandatory and must be available at all times. Residents must have access to showers. Showers on site are preferred. An alternative shower plan is acceptable assuming reasonable distance and safety. Residents must be able to wash their clothes as needed. Laundry on site is preferred. An alternative laundry plan is acceptable assuming reasonable distance and safety.

MEALS

All people should live free of hunger, food insecurity, and malnutrition and Villages are required to confront and solve for these issues. Clean, safe drinking water must be available to all residents at all times. The provision of two-to-three nutritious meals daily and a place to prepare meals is strongly preferred. Operators should ensure that all areas used for food storage or preparation are kept sanitary and comply with local health codes. When needed, residents should be aided in signing up for food-based government benefits upon moving in.



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City of Santa Fe, New Mexico

Memorandum



DATE: May 05, 2023

TO: Mayor Alan Webber and City Council
Finance, Quality of Life and Public Works Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director *KO*

FROM: Brian Williams, Emergency Management Director *BW*
Julie Sanchez, Youth and Family Services Division Director *jjs*

ITEM AND ISSUE:

Request for Approval of a General Services Contract with Pallet PBC, ITB #23-43-B for the purchase of up to 100 emergency shelter units, in an amount not to exceed \$1,466,100.00, including NMGRT, over two years. (Kyra Ochoa, Community Health and Safety Department Director, [krochoa@santafenm.gov](mailto: krochoa@santafenm.gov) (505) 955-6603; Brian Williams, Emergency Management Director, [bgwilliams@santafenm.gov](mailto: bgwilliams@santafenm.gov) (505)955-6537; Julie Sanchez, Youth and Family Services Division Director [jjsanchez@santafenm.gov](mailto: jjsanchez@santafenm.gov) (505) 955-6678)

BACKGROUND AND SUMMARY:

In response to Resolution no. 2023-16, A Citywide Response to Provide Pathways to Permanent Housing for Homeless Individuals, the Community Health and Safety Department’s Emergency Management and Youth and Family Services Divisions would like to enter a contract with Pallet PBC allowing for the purchase of modular cabins. These units can be quickly deployed and are a safe, effective option to get people on a pathway out of homelessness. The cabins are also a valuable asset to have available for providing non-congregated shelter to community members that may be displaced by a future disaster.

Providing emergency shelter for homeless individuals is a humanitarian concern and an important aspect of ensuring the well-being and dignity of every individual. Homeless individuals are at a higher risk for health and safety issues, such as exposure to harsh weather conditions and increased vulnerability to violence. By providing emergency shelters, the city can ensure the health and safety of its residents, which can save money in the long run by reducing the burden on public services that homeless individuals may frequently utilize.

These types of shelters can be quickly deployed with minimal setup in a variety of settings following a disaster. They can serve as emergency housing for individuals displaced from their homes due to flood or fire, or as temporary employee housing for relief workers, allowing them to stay close to their work sites. They may also serve as emergency housing for a sudden influx of refugees should the situation arise.

The cabins are appropriately insulated for our climate with each containing heating and cooling options, storage, and a collapsible bunk for increased space during non-sleeping hours. All units have a lockable front door in addition to a secondary emergency escape hatch on the rear of the unit. All units contain a smoke detector, carbon monoxide detector, and a fire extinguisher for occupant safety.

The contract will allow for purchasing up to 100 units over 2 years at a total of \$1,466,100. The city intends to make an initial investment in 25 units as part of a pilot “Safe Outdoor Space”. The agreement will allow for flexibility to purchase an additional 75 units over two years, should project success and operator capacity be demonstrated or another emergency need arise. The Office of Emergency Management in

partnership with the Youth and Family Services Division plans to make an initial investment in 25 units at a total of \$366,525.00.

CONTRACT NUMBER:

The FY23 Munis Contract number is 3204087

PROCUREMENT METHOD:

The Office of Emergency Management did an Invitation to Bid (ITB) 23-43-B, for emergency shelter units, the city received 4 bids and Pallet PBC was selected as the low bidder.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: 240

Munis Org Name/Number: 2400122 (Health and Human Services)

Munis Obj Name/Number: 570400 (Building & Structures >\$5k)

ACTION REQUESTED:

The Community Health and Safety Department, Office of Emergency Management and Youth and Family Services Division requests your review and approval of the general services agreement with Pallet PBC.

Signature: Brian Williams
Brian Williams (May 3, 2023 1:56 MDT)
Email: bgwilliams@santafenm.gov

Signature: Karla Uchoa
Karla Uchoa (May 4, 2023 11:05 MDT)
Email: krochoa@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pallet, PBC

Procurement Title: ITB #23/43/B Emergency Shelter Units

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Comm. Health and Safety Staff Name Kyle Morgan

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Kyle Morgan, Emergency Management Specialist 05/08/2023

Department Rep Printed Name (attesting that all information included) Title Date

[Signature] Contract Supervisor 5/10/23
Purchasing Officer (attesting that all information is reviewed) Title Date

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

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204087

Contractor: Pallet, PBC

Description: General Services Contract to purchase 100 modular cabins over 2 years

Contract Agreement Lease / Rent Amendment

Term Start Date: when signed Term End Date: 06-30-2024

Approved by Council Date: _____

Contract / Lease: General Services Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

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: ITB # 23-43-B

[Signature]
Purchasing Officer Review:
Comment & Exceptions:

5/10/23
Date:

4. Funding Source: Health and Human Services Fund/Bldg & Structures Org / Object: 2400122.570400

[Signature]
Budget Officer Approval:
Comment & Exceptions:

5/10/23
Date:

Staff Contact who completed this form: Kyle Morgan, Emergency Management Specialist Phone #: 505-955-6704

Email: klmorgan@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PALLET PBC
DBA: PALLET INC.

Business Location: 1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

CRS Number: 03620173001

Owner: PALLETT PBC

License Number: 235063

Issued Date: April 28, 2023

Expiration Date: April 28, 2024

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

PALLET PBC
1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



The Purchasing Memo

Date: February 7, 2025

To: Governing Body and Finance Committee & Quality of Life

From: Jordan Guenther, Interim TSF Director *JG*

Subject: Mittera Printing Service - Amendment #3

Vendor Name: Mittera

Munis Vendor Number: 9336

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #3 to item #22-0062 with Mittera for General Services. Amendment #3 is to Increases the Compensation for FY25 by \$164,000 for Printing of the Santa Fe Visitor’s for a Grand Total Compensation of \$586,827.47 – not to exceed for a term of 4 years, expiring June 30, 2026.

COMMITTEE REVIEW:

Quality of Life Committee: March 5, 2025

Finance Committee: March 10, 2025

Governing Body: March 12, 2025

CONTRACT NUMBER:

Munis contract number is 3203137

BACKGROUND AND SUMMARY:Every year TOURISM Santa Fe (TSF) prints a quantity of the “Official Santa Fe Visiotor Guide” for the promotion of Santa Fe. Mittera was selected through an ITB #22/19/B. This amendment #3 is to increase the compensation for FY25 in the amount of \$164,000 for contract grand total of \$586,827.47 for a four-year term expiring June 30, 2026.

History:

FY22	Original Contract 22-0062	for Printing Services	\$120,481.65
FY23	Amendment 1, 23-0150	to increase compensation by	\$146,585.82
FY24	Amendment 2, 23-0694	to increase compensation by	\$155,760.00

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Print & Publish/561800

Budget Officer / Designee: Andy Hopkins Date: 02/10/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 02/10/2025

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:

- CPO Service Determination Email
- Procurement document: ITB
- Vendor's Quote
- Certificate of Liability Insurance (COI)
- General Services Contract
- Original contract packet (with previous contract amendments)

**CITY OF SANTA FE
 AMENDMENT No. 3 TO
 GENERAL Services Contract
 ITEM# 22-0062**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide printing services.
- B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One Hundred Sixty Four Thousand Dollars (\$164,000) so that Article 3 reads in its entirety as follows:

Deliverable item:	U/I (unit of issue)	Prices
250,000 run	FY22	\$120,481.65
200,000 run	FY23	\$146,585.82
200,000 run	FY24	\$155,760.00
175,000 run	FY25	\$164,000.00

The total compensation under this Agreement shall not exceed Five Hundred Eighty-Six Thousand Eight Hundred Twenty-Seven dollars and forty-seven cents (\$586,827.47) including New Mexico gross receipts tax.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:



Jon Troen (Feb 4, 2025 12:51 CST)
JON TROEN, CEO

DATE: Feb 4, 2025

NMBTIN: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



Patricia Feghali (Feb 4, 2025 12:03 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and MITTERA herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to MITTERA. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at <https://issuu.com/visitsantafe/docs/santafevisitorsguide2022>):

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022
- 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover
- Ink: 4 Color Process, Gloss Varnish
- Quantity: 250,000 run
- Trim Size: 5.375 x 8.375
- Bindery: Perfect bound

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 250,000		\$120,481.65

The total compensation under this Agreement shall not exceed One Hundred Twenty Thousand Four Hundred Eighty-one dollars and sixty-five cents (**\$120,481.65**), including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the

Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor: such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

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

10. Assignment

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NFW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance

of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. Confidentiality

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

20. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

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

23. Notice

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

24. Equal Opportunity Compliance

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

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. New Mexico Tort Claims Act

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

27. Applicable Law

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

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

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

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply:

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

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

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

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

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

36. Enforcement of Agreement

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

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense or settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: TOURISM Santa Fe, Randy Randall, Executive Director,
randall@sanfefnm.gov, 505-955-6209, 201 West Marcy St. Santa Fe, NM 87501

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director,
happy_tomlinson@mittera.com, 817-901-9430

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director,
happy_tomlinson@mittera.com, 817-901-9430

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR:

John Blair

John Blair (Feb. 23, 2022 17:56 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2022

Harry Tomlinson

HARRY TOMLINSON
DIRECTOR

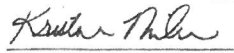
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CRS #03-520174-00-6

FEIN #42-01028248

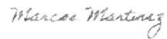
Registration #231903

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK ^{XIV}_{XV}

CITY ATTORNEY'S OFFICE:



MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

VSF Admin/Print & Publish/Org./Obj.# 2130521.561800

Item **23-0150**

Munis Contracts - 2023

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM# 22-0062**

THIS AMENDMENT (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated February 23, 2022 (the "Agreement") between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the services to printing of Annual Santa Fe Visitors Guide and Meeting Envelopes as outlined in original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred eighty-six thousand three hundred forty five dollar and eighty-two cents (\$286,345.82) so that Article 3 reads in its entirety as follows:

The City Shall pay the contractor based upon fixed prices for each Deliverable Item as listed here

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Prices</u>
01 250,000	FY22	\$120,481.65
02 200,000	FY23	\$146,585.82
03 200,000	FY24	\$139,760.00

The total compensation under this Agreement shall not exceed Four Hundred Six Thousand Eight Hundred Twenty Seven Dollars and Forty Seven Cents (\$406,827.47) including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
Mittera



ALAN WEBBER, MAYOR



Harry Tomlinson (Mar 7, 2023 12:21 CST)

HARRY TOMLINSON, DIRECTOR

DATE: Apr 16, 2023


DATE: Mar 7, 2023

CRS# 03-520174-00-6

Registration #231903

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marlos Martinez
Marlos Martinez (Mar 1, 2023 11:44 AM ET)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 14, 2023 08:00 MDT)

EMILY OSTER, FINANCE DIRECTOR
VSF Admin/Print & Publish
2130521.561800 AH

Item# 25-0094
Master Contract# 22-0062
Original Contract Item# 25-0062
ITB# 22/1948

CITY OF SANTA FE
AMENDMENT No. 2 TO
Service Contract
ITEM# 22-0062

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Service CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide printing services.
- B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

A. Article 2 of the Contract is amended to read as follows: The Contractor shall perform the work as outlined in following Specifications, and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes.

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022/January 2023/January 2024
- 116 pages (112 pages, plus 4-page cover)

- Paper: 45# or 50# Interior, 80# Cover Ink - 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of **Sixteen Thousand Dollars (\$16,000)** so that Article 3, reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable Item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Prices</u>
250,000	FY22	\$120,481.65
200,000	FY23	\$146,585.82
200,000	FY24	\$155,760.00


The total compensation under this Agreement shall not exceed **Four Hundred Twenty-Two Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents (\$422,827.47)**.

3. CONTRACT IN FULL FORCE.

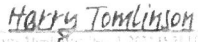
Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:


Alan Webber (Dec 26, 2023 08:21 MST)
ALAN WEBBER, MAYOR

CONTRACTOR:
Mittera:


Harry Tomlinson (Dec 26, 2023 10:11 AM)
HARRY TOMLINSON, DIRECTOR

DATE: Dec 26, 2023

DATE: Nov 3, 2023
 CRS# 03-520174-00-6

Registration # 231903

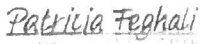
ATTEST:



Geraldyn Cardenas (Dec 26, 2023 09:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/2023 *XIV*

CITY ATTORNEY'S OFFICE:



Patricia Feghali

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Dec 26, 2023 05:16 MST)

EMILY OSTER, FINANCE DIRECTOR

2130521.561800 *Att*
VSF Admin/Print & Publish

From: [LOVATO, JOANN D.](#)
To: [SPENCER, SHIRLEY J.](#)
Subject: RE: Mittera Amendment
Date: Monday, October 23, 2023 12:46:07 PM
Attachments: [image001.png](#)

Thank you Shirley. This will be General Services.

JoAnn D. Lovato Montañño, CPO
Contracts Supervisor
c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:33 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment

Just increasing Comp not SOW for both –

MITTERA in the amount of 120,481.65 (original). Amendments: 1 & 2 now total: 406,827.47 (ITB #22/19/B)

Scope of Work

- A. The Contractor shall perform the work as outlined in following Specifications and incorporate herein by reference.

The Contractor shall perform Printing and Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at <https://issuu.com/visitsantafe/docs/santafevisitorsguide2022>:

Print-ready files provided by TOURISM Santa Fe to selected vendor

- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

VLADIMIR JONES (PRACO) in the amount of 8 Million (Original). Amendment 1: grand total: 8.835M Term end June 30, 2027 RFP# 23/49/P

Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.
2. Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry,

return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1. The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1. Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

- F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2. The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3. Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Sent: Monday, October 23, 2023 12:18 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: RE: Mittera Amendment

Okay, can you please send the original SOW?

Thanks.

JoAnn D. Lovato Montaña, CPO
Contracts Supervisor
c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:16 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment
Importance: High

Hi Joanne,

I have no determination email.....these contracts were done prior to new determination processes. I have another one as well that I am working on - Vladimir Jones....

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Monday, October 23, 2023 12:13 PM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: RE: Mittera Amendment

Hi Shirley,

Did you receive an original determination of services? As long as there is no change in the SOW, it will remain the same and you can use the original determination.

Thank you.

JoAnn D. Lovato Montaña, CPO
Contracts Supervisor
c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Friday, October 20, 2023 3:15 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Mittera Amendment

Hi Travis,
Do I need a determination for an amendment to increase the compensation for our FY24 Visitor Guides printing. We will increase it by 15,677.93
We received a revised quote in the amount of 159,559.00 (page 3).

Here is the breakdown of contract # 3203137:

> Original	120,481.65
> Revised with amendment	406,827.47
> Open PO Balance	139,760.00
> Spent so far	262,946.40
> Available	4,121.07

New Quote	159,559
Open PO	- 139,760
=1	9,799.00
	• 4,121.07 (bal on contract)
	=15,677.93 (increase contract by)

>
> Shirley

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

City of Santa Fe
Invitation to Bid
Official Santa Fe Visitors Guide
ITB # 22/19/B

Bid Due Date and Time: November 17, 2021 at 2:00 PM MST

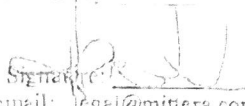
Bidders MUST complete as applicable and sign the following in order for the Invitation to Bid (bid) to be valid (only on ITB # 22/19/B):

Company Name: Mitera Group, Inc. Address: 1312 Locust Street Ste 202
(if applicable) Des Moines, IA 50309
Co. Email: legal@mitera.com
Co. Phone No.: 515-343-5359
NA Gross Receipts Tax # (CRS): 03-520174-00-6 Federal Tax ID #: 42-1028248

Payment terms: Net 45 (e.g., Net 30). Discount will not be considered in computing the low bid, see "Terms and Conditions."

F.O.B. Point must be Destination unless otherwise indicated in the Invitation to Bid.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: 
Signatory Email: legal@mitera.com

Print or type name: Henry Tomlinson
Phone No.: 515-343-5359

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, bidder acknowledges receipt of the following amendment(s):
Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. **NOTE:** if you decide not to bid, do not return this document.

Terms and Conditions
(Unless otherwise specified)

Quote



		January 13, 2025
PROPOSAL TO:	Cullen Curtiss Editorial Content Manager TOURISM Santa Fe 201 West Marcy Street Santa Fe, NM 87501 Cacurtiss1@santafenm.gov O: 505.955.6203 M: 510.847.0570	ESTIMATE # 40854
DESCRIPTION:	2025 Santa Fe Visitors Guide	
CONFIGURATION:	140pp + 4pp cover Perfect-bound 175,000	
SIZE:	06.00"w x 10.00"h	
ARTWORK:	Hi-res PDF's with images placed	
PROOF:	In-Site proofs for client approval	
PRESSWORK:	4/4 process + matte UV outside covers	
PAPER:	Text – 50# CGW G3 80B text Cover – 100# Gloss G3 text	
BINDING:	Perfect bound	
DELIVERY:	FOB Los Alamitos, CA Pack in convenient cartons, skid pack 50% to Santa Fe, NM 87501/ 50% to Albuquerque, NM 87101	
PRICE:	140+4 175,000 \$139,430.00	
	DUE TO THE CURRENT VOLITILITY IN THE PAPER INDUSTRY, PAPER PRICES AND AVAILABILITY OF PAPER WILL NEED TO BE CONFIRMED AT THE TIME THE QUOTE IS SIGNED. ANY ADJUSTMENT TO THE PRICE OF PAPER AND/OR SCHEDULE WILL BE RE-QUOTED AND WILL REQUIRE A NEW SIGNATURE TO THE ADJUSTED QUOTE.	
EXTRAS:	Distribution: 175,000 \$8,797.25	
TERMS:	30 day terms currently in-place	

THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU!

SIGNED: HARRY TOMLINSON

DATE: 1.13.2025

CUSTOMER ACCEPTANCE:

Quote



2025 SFVG	Estimated totals
\$139,430.00	Base print & paper @ 175,000 pieces
\$8,797.25	Freight estimate / 2 Trucks
\$3,193.41	FSC estimate @ 36.3%
\$60.00	UPS estimate
\$12,519.34	Estimated taxes
\$164,000.00	Estimated total

Quote



TERMS & CONDITIONS:

This Proposal is an offer by Mittera ("Supplier") for the sale of the services specified on the face of this Proposal (the "Services") to the party to whom the Proposal is addressed (the "Customer"), in accordance with and subject to these terms and conditions (the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions of purchase or any other document issued by Customer in connection with this Order.

Estimate

A Proposal not accepted in writing within thirty (30) days may be changed. Estimates are based on Supplier's understanding of Customer's specifications and on the cost of labor and materials on the date of the Proposal. If changes occur in the cost of materials, labor, or other costs prior to acceptance, or if Customer requires changes in specifications, quantities, designs, or the production schedule subsequent to acceptance, Supplier reserves the right to change the pricing of the Proposal. Subsequent orders may be subject to price revision.

Payment

Unless otherwise specified herein, payment for Services shall be net cash due thirty (30) days from invoice date, and payment for freight shall be net cash, due 10 days from invoice date.

In the event Customer defaults in making any payment when due, (a) Supplier may suspend performance under this Order; and (b) a finance charge of 1.5% percent per month (18% per annum), together with all costs of collection, including reasonable attorney's fees, will be charged on all past-due balances until paid.

As security for payment of any sum due under the terms of this Order, Supplier has the right to hold and place a lien on all of Customer's property in Supplier's possession.

Delivery

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Supplier's platform.

Postage

Estimates do not include postage. Supplier will notify Customer in writing including by facsimile or by delivery-confirmed e-mail of the required postage as soon as this amount is known and will notify Customer of the date when the postage is needed in order to complete the mailing prior to the agreed-upon mailing date. While Supplier will make every effort to provide Customer with an accurate estimate of required postage, Supplier is not responsible for additional postage charges if the rate of postage changes for reasons beyond Supplier's control.

Payment of postage in advance is required on all orders and is Customer's responsibility. Supplier reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. Customer will provide the postage payment in adequate time for Supplier to complete the mailing prior to the previously agreed-upon mail date.

Taxes

All taxes and assessments levied by any governmental authority are Customer's responsibility and will be added to Customer's invoice. No tax exemption will be granted unless official proof of Customer's exemption is on file with Supplier. If, after Customer has paid the invoice, it is determined that more tax is due, Customer must promptly remit the required taxes to the taxing authority or immediately reimburse Supplier for any additional taxes paid.

Cancellation

Customer shall give Supplier as much notice as reasonably practicable if Customer wishes to cancel the Order. Customer

shall be liable for all costs incurred by Supplier resulting from such cancellation that are not avoidable through reasonable commercial efforts, including, without limitation, materials ordered or inventoried on Customer's behalf and not otherwise usable by Supplier in the ordinary course of its business within a reasonable period of time.

Copyrights

Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed.

Prepress, Preparatory, and Proofing

Until Customer's data or media can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with the material submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

Supplier will submit prepress proofs along with original copy for Customer's review and approval. Corrections will be communicated electronically or returned to Supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required," and electronically authorized or signed by Customer. Supplier will not be responsible for undetected production errors if: (a) Customer does not require proofs; (b) the work is printed per Customer's OK; or (c) requests for changes are communicated orally.

When proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.

Press proofs will not be furnished unless they have been requested by Customer and presented in Supplier's quotation. A press sheet can be submitted for Customer's approval as long as Customer is present at the press during makeready. Any manufacturing time lost or alterations/corrections made because of Customer's delay or change of mind will be chargeable at Supplier's current rates.

Overruns, Underruns, Spoilage

Overruns or Underruns: Will not exceed ten (10) percent of the quantity ordered. Supplier will invoice for the actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate. Customer must advise Supplier, in advance of the job, the disposition of overs. Overs may be returned to Customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at Supplier's option and without liability to Supplier, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

Spoilage: All direct mail handling and processing involves spoilage. Spoilage of up to three (3) percent of Customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Customer's material with frugality and to prevent undue spoilage. Nevertheless, Supplier cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

Storage

Verified Quantities: Outside manufacturer delivery tickets must accompany the material delivered and should show the number of rolls, skids, or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a sample clearly visible.

Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. Skids may not contain more than 2,000 pounds of material. Supplier will apply a surcharge for any rework necessary for materials received not meeting

these specifications. Collect shipment will be accepted by Supplier only if clearance is obtained in advance, and a service charge will be added to the actual freight charges.

Counts: Supplier accepts outside manufacturers' count until processing and assume no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires Supplier to verify outside manufacturers' counts prior to processing.

Paper Storage: Supplier will provide storage for Customer's paper chargeable at Supplier's current rates and based on the quantity of paper on hand the first day of the month. If storage charges remain unpaid for 90 days, Supplier shall have the right to demand that Customer remove the paper from Supplier's storage. If Customer fails to remove the paper after 20 days' notice, Supplier may sell the paper and remit the proceeds to Customer less storage costs and costs of sale. Supplier shall also have the right to purchase the paper for its own account at market rates.

Material Storage: Storage of finished goods, inserts, covers, cartons, and all other material will be free for up to 30 days prior to, and 30 days after, the originally scheduled print date. Finished goods and other material received earlier than 30 days prior to, or remaining in storage 30 days after, the originally scheduled print date will be chargeable at Supplier's current rates.

Claims

Claims for defects, damages, or shortages must be made by Customer in writing no later than 10 calendar days after delivery. If no claim is made within the specified time period, Supplier and Customer will have mutually acknowledged that the job has been accepted by Customer and that Supplier's performance has fully satisfied all terms, conditions, and specifications of this Order.

Choice of Law and Venue

This Order is made pursuant to and shall be governed by the law of the state where the Services are performed, and Customer consents to jurisdiction of the courts thereof.

Damages/Limitation of Liability

Supplier's liability for any and all claims whatsoever of any kind and nature arising out of this Order shall not exceed Supplier's price to Customer for performing the Services, and further mutually agree that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify the mistake that is the subject of this Order shall satisfy any and all claims whatsoever of any kind and nature arising out of this Order.

Under no circumstances will Supplier be liable for incidental or consequential damages, including but not limited to lost profits and lost postal discounts, however proximate or foreseeable, arising out of the Services.

Waiver

No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this Order that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this Order.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2025

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

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

PRODUCER North Risk Partners 1045 76th Street, STE 4000 West Des Moines IA 50266		CONTACT NAME: Cameron Shaw PHONE (A/C, No, Ext): (515) 327-8450 FAX (A/C, No): (515) 327-8457 E-MAIL ADDRESS: cameron.shaw@northriskpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers	NAIC # 25658
		INSURER B: Great American Alliance Ins.	14028
		INSURER C: Hudson Excess Ins Co Non-Admitted	14484
		INSURER D: QBE Spec Ins Co Non-Admitted	11515
		INSURER E:	
		INSURER F:	

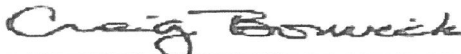
COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6608J884295	09/29/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			8103P569535	09/29/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3L686452	09/29/2024	06/01/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1278337-08	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability & Network Security - Cyber			EEZ1374704 / 130001432	09/29/2024	09/29/2025	Ea Wrongful Act- Primary \$5,000,000 Ea Wrongful Act- XS \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Avenue Santa Fe NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Santa Fe, New Mexico

Memorandum



Date: February 18, 2025

To: Governing Body
Finance Committee
Quality of Life Committee

From: Geronimo Griego, Fire Marshal GGG

Via: Sten Johnson, Assistant Chief SJ
Brian Moya, Fire Chief BM

Re: Memorandum of Understanding (MOU) between the Department of Homeland Security and Emergency Management, State Fire Marshal's Office and City of Santa Fe Fire Department

Item and Issue

Request approval of Memorandum of Understanding (MOU) between the New Mexico Department of Homeland Security and Emergency Management, State Fire Marshal's Office and the City of Santa Fe Fire Department to allow the Santa Fe Fire Department to conduct and/or assist the State Fire Marshal's Office with fire code inspections. (Geronimo G. Griego, Fire Marshal, gggriego@santafenm.gov)

Background and Summary

The Santa Fe Fire Department currently partners with the State Fire Marshal's Office to conduct or assist with fire code inspections with the City of Santa Fe. Under NMSA 1978, Section 59A-52-15, the State Fire Marshal is responsible for adopting fire prevention and control regulations. Section 59A-52-19 authorizes the use of designated agents to enforce these provisions, and Section 59A-52-5 allows the State Fire Marshal to collaborate with other agencies. This agreement is intended to formalize and activate these statutory provisions.

This Memorandum of Understanding (MOU) does not prevent the City of Santa Fe Fire Department or the State Fire Marshal's Office from requesting assistance from one another for fire code enforcement inspections or origin and cause investigations. The State Fire Marshal Division retains the right to conduct inspections or investigations of state buildings per the terms outlined in this agreement.

The City of Santa Fe Fire Department will:

- Assume responsibility for conducting fire code inspections in accordance with this MOU.
- Maintain proper documentation and store records of all activities.
- Provide relevant inspection reports and records to the State Fire Marshal's Office as required.
- Follow current accepted procedures and ensure compliance with state codes and regulations.
- Use existing City of Santa Fe Fire Department forms to document all activities.

Recommended Action

Review and approval of the Memorandum of Understanding (MOU) between the New Mexico Department of Homeland Security and Emergency Management, State Fire Marshal's Office and the City of Santa Fe Fire Department to allow the Santa Fe Fire Department to conduct and/or assist the State Fire Marshal's Office with fire code inspections.



MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, STATE FIRE MARSHAL'S OFFICE
AND
LOCAL GOVERNMENTS OPERATING NEW MEXICO FIRE DEPARTMENTS

PURPOSE: To have a cooperative agreement between Fire Departments (or Districts) and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office. To promote fire and life safety by conducting and/or assisting the State Fire Marshal's Office with fire code inspections, to enter upon building and premises for the purpose of examination and inspection, when deemed beneficial to both parties.

SCOPE: The State Fire Marshal shall adopt rules and regulations (fire codes) for prevention and control of fires (NMSA 1978, Section 59A-52-15) and may use an authorized officer or designated agent to enforce these provisions (NMSA 1978, Section 59A-52-19). The State Fire Marshal is authorized to cooperate with agencies in this state (NMSA 1978, Section 59A-52-5). Therefore, this agreement is implemented to activate the above provisions, as indicated below.

COOPERATIVE DISCLAIMER: This Memorandum of Understanding does not prohibit the City of Santa Fe Fire Department or the State Fire Marshal's Office from requesting assistance from each other pertaining to any fire code enforcement inspection or origin and cause investigation. The State Fire Marshal Division reserves the right to conduct any inspection or investigation of state buildings in accordance with this memorandum of understanding.

METHODOLOGY: The City of Santa Fe Fire Department shall assume the responsibility for conducting the indicated activities in a timely manner, document and store the appropriate records and provide information of such activities as required by the State Fire Marshal's Office. The City of Santa Fe Fire Department shall conduct such activities following current accepted procedures and in adherence to state codes and/or rules. Activities may be documented on forms currently used by the City of Santa Fe Fire Department.

PARTICIPATING LOCAL GOVERNMENT: City of Santa Fe

Full name of local government: City of Santa Fe

County: Santa Fe

Fire Departments Included in this Partnership Agreement: City of Santa Fe Fire Department

Name of Municipal Fire Chief (and/or Marshal)

City of Santa Fe Fire Chief: Brian Moya

City of Santa Fe Fire Marshal: Geronimo Griego

Fire Code Enforcement Inspections ACCEPTED: The City of Santa Fe Fire Department accepts responsibility for the following code enforcement activities (this memorandum of understanding does not include the inspection of state-owned or leased buildings except for as permitted below). Please select all that apply:

None

Conduct all fire-related investigation within the district's/Department's jurisdictional boundaries only.

Conduct all fire code inspections within the district's/Department's jurisdictional boundaries only.

Detail: As needed, the fire code inspections of Santa Fe Public Schools may be conducted in collaboration with the State of NM Fire Marshal's Office.

Conduct plans review and acceptance testing of suppression and detection systems (including all other types of fire protection systems).

Detail: Inspect for code compliance all life safety equipment on the inspected premises, as listed here: Fire Sprinkler Systems, Fire Alarm Systems, Fire Hood Suppression Systems, Fire Extinguishers, Fire Pumps, Alternative Fire Protection Systems, and scope of work related to life safety equipment

Cannabis extraction facilities and distilleries shall be conducted in collaboration with the State of NM Fire Marshal's Office.

Indicate below all property types that your District/Department declines to accept code inspections and enforcement responsibility for (e.g., Public Schools, Charter Schools, Universities and Colleges, etc.)

- Federal, State, County and Military Facilities and Tribal Lands.
- All plans review and acceptance testing of life safety equipment for Santa Fe Public Schools and the City of Santa Fe facilities will be referred to the State Fire Marshal's Office.

For Schools, Charter Schools, Universities and Colleges: A report of the school(s) name, address, date of inspection, and name of Department's personnel performing the inspection will be sent to the State Fire Marshal's Office, Code Enforcement Bureau, upon request, but no more frequently than once each calendar year. Full reports are not required.

Please provide copies of all training records and certifications for those personnel performing plan reviews, acceptance testing, or fire code enforcement inspections to the State Fire Marshal's Office.

The City of Santa Fe Fire Department must also provide the State Fire Marshal's Office with copies of all fire code inspections, plan reviews, and acceptance testing records as regularly requested by the Fire Marshal's Office. The State Fire Marshal's Office will regularly audit these inspections, reviews, and records to ensure compliance with current Fire Codes 10.25.5.1-10.25.5.20 NMAC, Title 10, Public Safety and Law Enforcement, Chapter 25, Emergency Management, Part 5.

If at any time the City of Santa Fe Fire Department is unable to fulfill its responsibilities as the authority having jurisdiction, it will notify the State Fire Marshal's Office in writing within 30 days.

RESPONSIBILITIES OF THE STATE FIRE MARSHAL'S OFFICE, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT: The State Fire Marshal's Office retains all code enforcement and inspection responsibility for all other state buildings in the City of Santa Fe Fire Department district.

THIS AGREEMENT BECOMES EFFECTIVE as of the date set forth below upon which it is executed by the Parties, shall have a term of five (5) years from the effective date, and can be extended by mutual agreement of the City of Santa Fe Fire Department and the New Mexico State Fire Marshal's Office in writing.

Local Fire Chief or Fire Marshal:

Fire Marshal Geronimo Griego

Printed Name of Local Fire Chief or Fire Marshal

Geronimo Griego

Geronimo Griego (Feb 7, 2025 10:02 MST)

Signature

Feb 7, 2025

Date

State Fire Marshal or designee:

Printed Name of State Fire Marshal or designee:

Randy Varela Digitally signed by Randy Varela
Signature Date: 2025.02.07 08:15:35 -07'00'

Date

City/Local Entity:

Alan Webber, Mayor
Printed Name of Local Executive Official (e.g., Mayor):

Signature

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:
Francisco Quiroz Feb 11, 2025
ASSISTANT CITY ATTORNEY

Signature: Geronimo Griego
Geronimo Griego (Feb 21, 2025 17:38 MST)
Email: gggriego@santafenm.gov


Signature: STEV JOHNSON
Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA
BRIAN MOYA (Feb 24, 2025 10:54 MST)
Email: bjmoya@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: February 5, 2025
To: Governing Body and Quality of Life Committee
From: Andréa Salazar, City Clerk 
RE: 2025 Railyard Movies in the Park Alcohol Approval

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below to serve beer and wine at the 2025 Railyard Movies in the Park series on City of Santa Fe (“City”) property, in the Railyard Park, on May 31, June 14, June 28, July 26, August 9, and August 23, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City’s Code.

The proposed resolution addresses the required elements:

- the event is the 2025 Railyard Movies in the Park;
- the location is the Railyard Park;
- the dates are May 31, June 14, June 28, July 26, August 9, and August 23, 2025;
- the times are from 6:00 p.m. to 9:00 p.m.;
- the alcohol served will be beer and wine;
- five hundred (500) attendees per event are expected;
- a Special Dispenser Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than \$2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE IN THE RAILYARD PARK DURING THE 2025 RAILYARD MOVIES IN THE PARK ON MAY 31, 2025; JUNE 14, 2025; JUNE 28, 2025; JULY 26, 2025; AUGUST 9, 2025; AND AUGUST 23, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Movies in the Park event series has been taking place annually for sixteen (16) years; and

WHEREAS, Railyard Movies in the Park seeks to use As Above, So Below, a local distillery in the city of Santa Fe, to distribute beer and wine, promoting a local business to the community.

1 **NOW, THEREFORE, BE RESOLVED BY THE GOVERNING BODY OF THE**
2 **CITY OF SANTA FE** that alcohol service during the 2025 Railyard Movies in the Park is
3 hereby approved according to the following parameters:

4 Event: Railyard Movies in the Park
5 Dates: May 31, 2025; June 14, 2025; June 28, 2025; July 26, 2025;
6 August 9, 2025; and August 23, 2025.
7 Hours: 6:00 p.m. to 9:00 p.m.
8 Location: The Railyard Park
9 Number of expected attendees: 500, per event
10 Type of alcohol to be served: Beer and wine
11 Required Permits: Special Dispenser Permit
12 Required Insurance: Liquor Liability and General Liability insurance with
13 limits not less than \$2,000,000, per occurrence and in
14 aggregate, with the City of Santa Fe, its officials,
15 directors, employees, and agents as additional insureds on
16 a primary and noncontributory basis. As Above, So
17 Below Distillery shall provide the City with Certificates
18 of Insurance and applicable endorsements evidencing
19 such coverage.

20 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

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23 _____
24 ALAN WEBBER, MAYOR
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1 ATTEST:

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4 ANDRÉA SALAZAR, CITY CLERK

5 APPROVED AS TO FORM:

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8 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2025/Resolutions/Railyard Movies in the Park 2025 Alcohol Approval*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): 2025 Railyard Movies in the Park Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andrea Salazar, City Clerk Date: 02/25/2025 Phone: (505) 955-6327

Reviewed by City Attorney:  Date: Feb 12, 2025

Reviewed by Finance Director:  Date: Feb 14, 2025

Summary:

This proposed Resolution authorizes the sale and consumption of beer and wine at the 2025 Railyard Movies in the Park event series. The Railyard Movies in the Park will be held at the Railyard Park on May 31, June 14, June 1, July 26, August 9, and August 23, 2025, from 6:00 p.m. to 9:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A).

Departments Affected:

City Clerk's Office

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the Railyard Movies in the Park will not be able to have beer and wine as part of its 2025 movie event series.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

As Above, So Below Distillery, which is the sponsor of the Railyard Movies in the Park event series, is also required to obtain a Special Dispenser Permit from the Clerk's Office for the events.

Fiscal Implications:

None.

Fiscal Impact

X 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: 
ANDREA SALAZAR (Feb 10, 2025 13:49 MST)

Email: asalazar@santafenm.gov



CITY OF SANTA FE FINANCE

DATE: February 10, 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer *AJH*
Christina Martinez, Senior Budget Analyst *CFM*

VIA: Emily K. Oster, Finance Director

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe (“City”) budget amendments for the fiscal year quarter ending December 31, 2024 (Second Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

- A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: These budget amendments have been previously approved by the Governing Body and reflect amendments that exceed \$60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.
- B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A) and (B): These amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which,

per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

- C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2024/25 Budget: As the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.
- D. Sub-Section D: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: This section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$46,865,114 and a net increase to the overall revenue budget of \$21,718,746. The resulting net expenditure increase of \$25,146,368 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement

1 for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project
2 Board (“the BDD Board”) establish and submit a budget to the City, Santa Fe County, and Las
3 Campanas and to condition the BDD Board’s approval of the budget on “appropriation by the City
4 and/or [Santa Fe] County in an appropriate budget or budget amendment”; and

5 **WHEREAS**, the Joint Powers Agreement for the Santa Fe Solid Waste Management
6 Agency (“the Waste Management Agency”) requires that the Waste Management Agency
7 recommend an annual budget, which “shall not be formally adopted or implemented unless and
8 until it is approved by each of the City and [Santa Fe County]”; and

9 **WHEREAS**, the BDD Board and the Waste Management Agency have approved Second
10 Quarter adjustments for their respective budgets and these adjustments have been incorporated into
11 the City’s proposed Second Quarter Budget amendments; and

12 **WHEREAS**, a Second Quarter Review of the Fiscal Year 2025 Budget shows a need to
13 address significant priorities through adoption of net budget amendments that the Governing Body,
14 City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste
15 Management Agency’s Board have authorized.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that it approves the budget amendments for the BDD Board and the Waste
18 Management Agency.

19 **BE IT FURTHER RESOLVED** that the Governing Body respectfully requests that the
20 Secretary of the New Mexico Department of Finance and Administration approve the Second
21 Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government
22 Division then authorize the amendments.

23 PASSED, APPROVED, and ADOPTED the ___ day of _____, 2025.
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ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

LOCAL GOVERNMENT DIVISION
N.M. DEPARTMENT OF FINANCE
AND ADMINISTRATION

EXHIBIT A

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [A]

**AMENDMENTS TO FY 2024/25 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY THE GOVERNING BODY**

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	\$ 959,939	\$ -	\$ (959,939)
100	General Fund	Appropriation from available balance to fund the first step of the General Plan Update [CC apvd. 12/11/24, #9-cc]	463,482	-	(463,482)
100	General Fund	Reappropriation from unspent prior year budget to fund contracted support for Chapter 14 Land Development Code revisions in Public Works [CC apvd. 11/13/2024, #9-f]	175,000	-	(175,000)
100	General Fund	Appropriation from available balance to fund items inadvertently omitted from the Municipal Court FY25 budget [CC apvd. 10/9/2024 #9-l]	108,646	-	(108,646)
100	General Fund	Reallocation to the Office of Equity & Inclusion to cover salary & benefits for the Equity & Inclusion Director [CC apvd. 10/30/2024, #9-0]	90,203	90,203	-
212	Economic Development	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	2,154	2,154	-
213	Lodgers' Tax Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	29,066	-	(29,066)
221	Emergency Services	Appropriation of Department of Homeland Security BRIC grant to fund various Emergency Management projects [CC appvd 12/11/24, #9aa]	283,975	283,975	-
221	Emergency Services	Appropriation of FEMA grant for hazard mitigation plan update and wildfire risk assessment [CC apvd. 11/13/2024, #9-L]	163,509	163,509	-
221	Emergency Services	Appropriation of Department of Homeland Security BRIC grant for Cerrillos Rd. stormwater infiltration [CC apvd. 11/13/2024, #9-e]	33,687	33,687	-
221	Emergency Services	Appropriation of Department of Homeland Security BRIC grant to fund the design of microgrids for community resiliency [CC appvd 11/13/24, #9-d]	24,966	24,966	-
221	Emergency Services	Appropriation of FEMA grant for Arroyo de los Pinos bioinfiltration basins [CC apvd. 11/14/2024, #9-g]	13,859	13,859	-
221	Emergency Services	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	2,154	-	(2,154)
223	Law Enforcement	Allocation of NM DFA grant to fund the purchase and installation of equipment [CC apvd. 12/11/2024, #9-f]	250,000	250,000	-
223	Law Enforcement	Appropriation of NM CVRC state gap funding for new DNA ID machine [CC apvd. 10/09/2024, #9-m]	229,792	229,792	-
223	Law Enforcement	Allocation of NM DFA grant to fund the hiring of enforcement/support positions [CC apvd. 12/11/2024, #9-e]	187,500	187,500	-
223	Law Enforcement	Appropriation of NM DOT grant for Police overtime associated with the ENDWI, Buckle Up/Click It or Ticket and Selective Traffic Enforcement Programs [CC apvd. 12/11/24, #9-d]	82,835	82,835	-
231	City Drainage Fund	Appropriation of Department of Homeland Security BRIC grant for Cerrillos Rd. stormwater infiltration [CC apvd. 11/13/2024, #9-e]	675,436	506,577	(168,859)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
231	City Drainage Fund	Appropriation of FEMA grant for Arroyo de los Pinos bioinfiltration basins [CC apvd. 11/14/2024, #9-g]	350,963	350,963	
231	City Drainage Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	2,153	-	(2,153)
232	Impact Fees Fund	Allocation of roads impact fees to the Agua Fria/Cottonwood Intersection CIP project [CC apvd. 12/11/24, #9-t]	489,000	-	(489,000)
232	Impact Fees Fund	Allocation of roads impact fees to the Henry Lynch Road Reconstruction CIP project [CC apvd. 12/11/24, #9-u]	112,000	-	(112,000)
232	Impact Fees Fund	Allocation of roads impact fees to the Arroyo de los Chamisos Crossing project [CC apvd. 12/11/2024, #9-o]	43,680	-	(43,680)
232	Impact Fees Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	1,077	-	(1,077)
233	Transportation Grants	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	3,230	-	(3,230)
240	Community Development	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	1,077	-	(1,077)
241	Senior Citizen Grants/Programs	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	46,291	-	(46,291)
241	Senior Citizen Grants/Programs	Adjustments to Senior grant budgets based on final awards from the Federal and State Agencies on Aging [CC apvd. 08/28/2024 #9-e, 9-f]	(8,525)	12,243	20,768
251	Library Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	13,995	-	(13,995)
256	Recreation Fund	Transfer of funding for the Temporary Summer Youth Program positions from GCCC to Recreation [CC apvd. 12/11/24, # 9-bb]	192,008	192,008	-
256	Recreation Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	19,377	-	(19,377)
315	CIP Resource Conservation	Appropriation of Department of Homeland Security BRIC grant to fund the design of microgrids for community resiliency [CC appvd 11/13/24, #9-d]	500,033	500,033	
320	CIP Facilities	Appropriation of NM EMNRD GSA grant award to fund BRAIN platform project [CC apvd. 12/11/2024, #9-s]	550,000	550,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT/US DOT-FHWA grant to support the Agua Fria/Cottonwood Roundabout CIP project [CC apvd. 12/11/24, #9-t]	489,000	489,000	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the Arroyo de los Chamisos Crossing project [CC apvd. 12/11/2024, #9-o]	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant and roads impact fees for the Henry Lynch Road Reconstruction CIP project [CC apvd. 12/11/24, #9-u]	112,000	112,000	-
330	CIP Streets & Roadways	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	9,689	9,689	-
355	CIP Parks and Trails	Appropriation from NM DFA grant to fund improvements to Ft. Marcy Park [CC apvd 11/13/2024, #9-k]	5,000,000	5,000,000	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
355	CIP Parks and Trails	Appropriation from NM DOT grant to fund citywide median improvements projects [CC apvd. 10/30/24 #9-d]	1,170,000	1,170,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant for bridge construction at Shelby St. [CC appvd.11/13/24, #9-j]	240,000	240,000	-
365	½% GRT Income Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	18,302	-	(18,302)
500	Waste Water Management	Appropriation from available balance to replace sanitary sewer line in Calle Mejia [CC apvd.11/13/24, #9-r]	3,275,029	-	(3,275,029)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services [CC apvd. 12/11/24 #9-w]	2,666,930	-	(2,666,930)
500	Waste Water Management	Appropriation from available balance to fund WIP construction services [CC apvd. 11/13/24, #9-m]	1,500,000	-	(1,500,000)
500	Waste Water Management	Appropriation from available balance for emergency purchase of generator for WWTP [CC apvd. 12/11/24, #9-v]	308,576	-	(308,576)
500	Waste Water Management	Appropriation to fund on-call services for ongoing critical Wastewater system repairs [CC apvd. 12/11/24, #10-a]	197,470	-	(197,470)
500	Waste Water Management	Appropriation from available balance for on-call repair and maintenance services [CC appvd. 11/13/24, #9-h]	116,000	-	(116,000)
500	Waste Water Management	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	41,986	-	(41,986)
505	Water Management	Allocation of available balance to fund city-wide water utility construction and repair projects [CC appvd. 11/13/24, #9-o, 9-p, 9-s]	3,780,870	-	(3,780,870)
505	Water Management	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	67,821	-	(67,821)
510	Environmental Services	Appropriations from available balance for environmental and engineering services for Frank Ortiz Park [CC apvd. 11/13/2024, #9-n]	229,134	-	(229,134)
510	Environmental Services	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	58,131	-	(58,131)
511	Utilities Administration	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	31,220	-	(31,220)
515	Railyard Properties	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	3,230	-	(3,230)
520	Santa Fe Convention Center	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	23,684	-	(23,684)
525	Midtown Property	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	1,077	-	(1,077)
530	Municipal Recreation Complex	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	8,612	-	(8,612)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
535	Parking	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	23,683	-	(23,683)
540	Transit Bus System	Appropriation from available balance to fund TripMaster Dispatch Management Software [CC apvd. 10/30/2024, #9-h]	381,166	-	(381,166)
540	Transit Bus System	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	65,668	65,668	-
545	Airport	Appropriation of NM DOT grant to fund the Airport Terminal Apron reconstruction project [CC apvd. 10/30/2024, #9-n]	6,089,700	6,089,700	-
545	Airport	Adjustment to re-budget remaining portion of prior year ARPA grant to fund purchase of machinery and various Airport CIP projects [CC apvd. 8/30/23, #9-g]	634,532	-	(634,532)
545	Airport	Appropriation from available balance to fund architectural services for the Airport Master Plan project [CC apvd. 10/30/2024, #9-p]	402,613	-	(402,613)
545	Airport	Appropriation from available balance to fund grooving of the Airport runway [CC apvd. 10/9/2024, #10-a]	250,000	-	(250,000)
545	Airport	Appropriation of NM DOT grant to fund Airport marketing projects [CC apvd. 10/9/24, #9-i]	79,000	71,100	(7,900)
545	Airport	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	26,913	-	(26,913)
550	Genoveva Chavez Community Ctr	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	35,526	35,526	-
600	Risk Management	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	3,230	-	(3,230)
605	Santa Fe Health/Dental Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	3,230	-	(3,230)
620	Services to Other Departments	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of \$1,000 per City employee [CC apvd. 12/11/24, #9-dd]	47,368	47,368	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			\$ 33,783,952	\$ 17,104,355	\$ (16,679,597)

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [B]

**AMENDMENTS TO FY 2024/25 BUDGET
PREVIOUSLY APPROVED BY OTHER CITY
ACTORS PURSUANT TO SFCC 1987,
SECTION 11-4 (A) AND (B)**

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
223	Law Enforcement	Appropriation of additional NM Children, Youth & Family grant funding for the Juvenile Justice program	\$ 949,026	\$ 949,026	\$ -
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant & US HUD CDBG grants for direct support to non-profits	300,036	300,036	-
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for assistance to vulnerable populations	145,271	145,271	-
240	Community Development	Re-appropriation of unspent prior year budget from the Affordable Housing Trust Fund for various ongoing housing support contracts	105,027	105,027	-
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for COVID-safe facilities retrofit projects	16,031	16,031	-
315	CIP Resource Conservation	Re-appropriation of unspent prior year budget for the ongoing citywide solarization project	555	555	-
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	209,858	-	(209,858)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for various Streets, Parks, and Trails CIP projects	9,192,133	2,822,845	(6,369,288)
505	Water Management	Appropriation from available balance to cover remaining renovations to PUD building	60,000	-	(60,000)
505	Water Management	Appropriation from available balance to fund upgrade of an existing truck to a dump truck	50,000	-	(50,000)
505	Water Management	Appropriation from available balance to fund improvements to watershed access roads	21,763	-	(21,763)
505	Water Management	Appropriation from available balance to fund Public Utilities employee tuition, training, and travel	-	-	-
515	Railyard Properties	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	158,734	-	(158,734)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget in the Convention Center Capital Improvement Fund for ongoing projects	1,192,528	-	(1,192,528)
525	Midtown Property	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	75,700	-	(75,700)
525	Midtown Property	Adjustment to re-budget DFA grants for the Midtown Redevelopment Project	60,000	60,000	-
540	Transit Bus System	Budget correction to Transit for professional contracts administration for the remainder of the FY	45,000	-	(45,000)
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for new hardware	14,600	14,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	1,000	1,000	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			\$ 12,597,262	\$ 4,414,391	\$ (8,182,871)

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2024/25 BUDGET**

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for ongoing post-litigation legal services	\$ 200,000	\$ 200,000	\$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement/Settlement Fund for ongoing post-litigation legal services	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for a contracted service and rate design study	83,900	-	(83,900)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 483,900	\$ 200,000	\$ (283,900)

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2024/25 BUDGET BY
FUND**

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 1,797,270	\$ 90,203	\$ (1,707,067)
212	Economic Development	2,154	2,154	-
213	Lodgers' Tax Fund	29,066	-	(29,066)
221	Emergency Services	522,150	519,996	(2,154)
223	Law Enforcement	1,699,153	1,699,153	-
231	City Drainage Fund	1,028,552	857,540	(171,012)
232	Impact Fees Fund	645,757	-	(645,757)
233	Transportation Grants	3,230	-	(3,230)
240	Community Development	567,442	566,365	(1,077)
241	Senior Citizen Grants/Programs	37,766	12,243	(25,523)
251	Library Fund	13,995	-	(13,995)
256	Recreation Fund	211,385	192,008	(19,377)
315	CIP Resource Conservation	500,588	500,588	-
320	CIP Facilities	550,000	550,000	-
330	CIP Streets & Roadways	1,120,547	910,689	(209,858)
355	CIP Parks and Trails	15,602,133	9,232,845	(6,369,288)
365	½% GRT Income Fund	18,302	-	(18,302)
500	Waste Water Management	8,105,991	-	(8,105,991)
505	Water Management	3,980,454	-	(3,980,454)
510	Environmental Services	287,265	-	(287,265)
511	Utilities Administration	31,220	-	(31,220)
515	Railyard Properties	161,964	-	(161,964)
520	Santa Fe Convention Center	1,216,212	-	(1,216,212)
525	Midtown Property	136,777	60,000	(76,777)
530	Municipal Recreation Complex	8,612	-	(8,612)
535	Parking	23,683	-	(23,683)
540	Transit Bus System	491,834	65,668	(426,166)
545	Airport	7,482,758	6,160,800	(1,321,958)
550	Genoveva Chavez Community Ctr	35,526	35,526	-
600	Risk Management	3,230	-	(3,230)
605	Santa Fe Health/Dental Fund	3,230	-	(3,230)
620	Services to Other Departments	62,968	62,968	-
800	Buckman Direct Diversion	200,000	200,000	-
801	BDD Repair & Replacement Fund	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	83,900	-	(83,900)
QUARTERLY TOTAL - ALL FUNDS		\$ 46,865,114	\$ 21,718,746	\$ (25,146,368)

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2024/2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 2/10/2025 Phone: (505) 955-6177

Reviewed by City Attorney:  Date: Feb 17, 2025

Reviewed by Finance Director:  Date: Feb 17, 2025

Summary:

The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request the Department of Finance Authority to approve Second Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City’s budget will not sufficiently reflect the City’s actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration’s approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:

See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2024-25 Budget Amendments.

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
Personnel and	\$ †	\$ 0	\$ 0	N	NR	†	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ †	\$ 0	\$ 0	N	NR	†	
<u>Contractual/</u>	\$ †	\$ 0	\$ 0			†	
<u>Professional Services</u>							
<u>Operating</u>	\$ †	\$ 0	\$ 0			†	
<u>Total:</u>	\$ †	\$ 0	\$ 0			†	\$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
Total	\$ †	\$ 0	\$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Exhibit A – Resolution Detail by Fund

Signature: *Andy Hopkins*

Email: ajhopkins@santafenm.gov

Signature: *Clinton Martinez*

Email: cfmartinez@santafenm.gov




CITY OF SANTA FE

Memorandum

Date: February 13, 2025

To: Quality of Life Committee and Governing Body

From: Andréa Salazar, City Clerk 
AS

RE: Party on the Pitch Alcohol Approval

EXECUTIVE SUMMARY:

The Resolution would grant permission to the Santa Fe Adult Soccer League to serve beer and hard cider at its annual Party on the Pitch soccer tournament on Saturday, May 31, 2025, at the Municipal Recreation Complex (“MRC”) soccer fields.

BACKGROUND:

SFCC 1987, Section 23-6.2 requires the adoption of a resolution for the sale and consumption of alcohol for locations on Santa Fe City property that are not specifically listed in 23-2.6(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance, as required by City Code. The proposed resolution addresses the required elements: the event is the Party on the Pitch soccer tournament; the location is the MRC; the date is May 31, 2025; the time is 10:00 a.m. to 11:00 p.m. on Saturday, May 31, 2025; the alcohol would be beer and hard cider; no more than 100 attendees at a time in the beer garden are expected; a special dispenser permit is required; and liquor liability insurance will be \$1,050,000.

ATTACHMENTS:

Resolution
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Councilor Michael Garcia

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9
10 **A RESOLUTION**

11 **AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD CIDER**
12 **DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 31, 2025,**
13 **PURSUANT TO SECTION 23-6.2(C) SFCC 1987.**

14 **WHEREAS**, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City
15 property; and

16 **WHEREAS**, for serving alcohol at City properties not specifically mentioned in SFCC
17 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that
18 specifies the event, date, hours, location, number of expected attendees, type of alcohol to be
19 served, permits, and insurance, at least thirty (30) days prior to the event; and

20 **WHEREAS**, the Santa Fe Adult Soccer League (“SFASL”) has held a “Party on the
21 Pitch” tournament at the Municipal Recreation Complex (“MRC”) in 2019, 2022, 2023, and 2024,
22 and held it previously at other locations; and

23 **WHEREAS**, the SFASL hopes to attract increasing numbers of out-of-city and out-of-
24 state teams to the Party on the Pitch tournament, capitalizing on the ongoing improvements at the
25 MRC; and

1 ATTEST:

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4 ANDRÉA SALAZAR, CITY CLERK

5 APPROVED AS TO FORM:

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8 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2025/Resolutions/Party on the Pitch 2025 Alcohol Approval

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: x

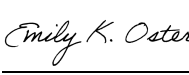
Short Title(s): Party on the Pitch Alcohol Approval

Sponsor(s): Councilor Michael Garcia

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar Date: February 13, 2025 Phone: (505) 955-6327

Reviewed by City Attorney:  Date: Feb 17, 2025

Reviewed by Finance Director:  Date: Feb 17, 2025

Summary:

This proposed Resolution authorizes the sale and consumption of beer and hard cider at the Santa Fe Adult Soccer League's annual Party on the Pitch Soccer Tournament to be held at the Municipal Recreation Complex's Soccer Fields on May 31, 2025. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on properties owned by the City of Santa Fe that are not specifically listed in Section 23-6.2 (A).

Departments Affected:

City Clerk's Office

Consequences of Not Enacting Legislation:

If this legislation is not approved, then the Santa Fe Adult Soccer League will not be able to have a beer garden as part of the Party on the Pitch Tournament.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The Governing Body approved the sale and consumption of beer at the 2022 tournament with Resolution No. 2022-20), the 2023 tournament with Resolution No. 2023-13, and the 2024 tournament with Resolution No. 2024-16.

Performance and Administrative Implications:

The Santa Fe Adult Soccer League is also required to obtain a public celebration permit for the event.

Fiscal Implications:

None identified.

Fiscal Impact

 x 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:  ANDREA SALAZAR (Feb 10, 2025 08:47 MST)

Email: asalazar@santafenm.gov