



Agenda

Regular Meeting of the Finance
Committee
June 9, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)
6. Action Items: Consent Agenda
 - a. Request for Approval of the May 27, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 06/09/2025
 - b. Request for Approval of a Budget Amendment Resolution to Transfer \$150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III; clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025
 - c. Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of \$360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, jnlerma@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- d. Request for Approval of Memorandum of Agreement with Santa Fe Public Schools for the Crossing Guard Program in the Total Amount of \$900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$400,000 to Carry Forward the Amount Left Over in the Constituent Services CRM Fund to Remodeling and Replacement to Pay for Council Chambers Upgrade. (Andréa Salazar, City Clerk/Director of Community Engagement; asalazar@santafenm.gov and Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

Committee Review:

Quality of Life Committee: 06/04/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- f. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of \$668,072.30 through September 30, 2025. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$534,457.84 from the MOA to Transit FY25 Revenue, Vehicles Under 1.5 Tons and Data Processing Equipment.

Committee Review:

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- g. Request for Approval to Exercise Renewal Option on Item #23-0689 with Vector Airport Systems LLC, for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport. (Kelly Bynon, Administrative Manager; kabynon@santafenm.gov and Jimmy Gunn, Interim Airport Director;

jdgunn@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- h. Request for Approval of Amendment No. 1 to Agreement #24-0435 with the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059 to Extend the Agreement through June 30, 2027. (Scott Ouderkirk, Assistant Chief of Operations; slouderkirk@santafenm.gov and Charles Gonzales, IAFF Union President – Local 2059; cmgonzales@santafenm.gov)

Committee Review:

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- i. Request for Approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services in the Total Amount of \$349,880 through June 30, 2026. (Emily K. Oster, Finance Director; ekoster@santafenm.gov and Matthew Bonifer, Accounting Officer; mtbonifer@santafenm.gov)

Committee Review:

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- j. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the Fourth of July Celebration on July 4, 2025, at the Santa Fe Place Mall. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:

Quality of Life Committee: 06/04/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- k. Request for Ratification of Third Amendment to Cooperative Project Agreement Item #24-0019 with the New Mexico Department of Transportation to Extend the Term through June 30, 2027, to Complete the Engineering Design of S100470 St. Michael's Drive-Rail Trail Underpass Project. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:

Governing Body: 06/11/2025

- I. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025___. (Councilor Carol Romero-Wirth and Mayor Alan Webber)
A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:

Governing Body (Introduced): 04/30/2025

Governing Body (Public Comment): 05/14/2025

Public Works and Utilities Committee: 05/19/2025

Finance Committee: 06/09/2025

Governing Body (Public Hearing): 06/11/2025

- m. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025_____. (Mayor Alan Webber)
Be it Ordained by the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority (“NMFA”) and the City of Santa Fe, New Mexico (the “Borrower/Grantee”), in the Total Amount of \$5,500,000, Including a Loan in the Amount of \$2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm Around Outlet Conduit, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Ordinance; and Authorizing the Taking of other Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

Committee Review:

Governing Body (Introduced): 05/14/2025

Governing Body (Public Comment): 05/28/2025

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body (Public Hearing): 06/25/2025

7. Action Items: Discussion Agenda
8. Matters from Staff
9. Matters from the Committee
10. Matters from the Chair

11. Next Meeting: Monday, June 23, 2025

12. 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.

**Regular Meeting of the Finance Committee
May 27, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES**

1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 5:12 PM, on Tuesday, May 27, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Lee Garcia

MEMBERS EXCUSED

Councilor Pilar Faulkner

OTHER PARTICIPANTS ATTENDING

Emily Oster, Director, Finance Department

3. Approval of Agenda

MOTION A motion was made by Councilor Lindell, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Lindell, seconded by Councilor Garcia, to Amend.

VOTE The motion Passed on a voice vote.

5. Presentations

- a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

6. Action Items: Consent Agenda

- a. Request for Approval of the May 12, 2025 Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Approved on Consent.

- b. Request for Approval of a Construction Contract with Great Western Electrical, Inc. in the Total Amount of \$5,409,375 Including NMGRT for On-Call Electrical Services through June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 05/19/2025

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- c. Request for Approval of Amendment No. 3 to Construction Contract Item #23-0565 with CF Padilla to Increase the Compensation by \$606,315.66 for a New Total Amount Not to Exceed \$19,839,842.92, Including NMGRT for Construction of the Nichols Dam Rehabilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of \$606,316 from the Water Enterprise Fund Balance to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation Project.

Committee Review:

Public Works and Utilities Committee: 05/19/2025

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- d. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0224 with GME General Building LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Gloriosos-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:

Public Works and Utilities: 05/19/2025

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- e. Request for Approval of Amendment No. 2 to Item # 23-0157 with Thatcher Company of Arizona, Inc. to Increase the Compensation by \$62,890.08 for a New Total Contract Amount of \$4,641,890.08 to Provide Chemicals for the Treatment of Drinking Water at the Canyon Road Water Treatment Plant. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov and

Leroy Alvarado, Wastewater Management Division Operations Supervisor,
lmalvarado@santafenm.gov)

Committee Review:

Public Works and Utility Committee: 05/19/2025

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- f. Request for Approval of a Professional Services Contract with Government Portfolio Advisors (GPA) for Investment Advisory Services in the Total Amount of \$389,475 for a Four-Year Term. (Emily K. Oster, Finance Director; ekoster@santafenm.gov ; Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- g. Request for Approval of Amendment No.1 to Item #25-0012 Construction Contract with Vital Consulting Group, LLC. to Increase Compensation by \$322,018.62, for a New Total Amount of \$7,504,116.67 Including NMGRT, to Change the Scope of Work and to Complete Demolition and Reconstruction of the Terminal Ramp at the Santa Fe Regional Airport. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- h. Request for Approval to Enter a Memorandum of Agreement with the New Mexico Health Care Authority (NMHCA) for the Purpose of Participation in the New Mexico Ambulance Supplemental Payment Program to Facilitate an Inter-Governmental Transfer of Funds Paid by the City to NMHCA in the Amount of \$871,970.20 with a Return Revenue of \$3,181,211.95 to the City from the Federal Medicaid Program. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- i. Request for Approval of a Service Contract in the Amount of \$7,948,133.59

with Urban Alchemy for Street Outreach and Community-Based Public Safety Services for a Term of Four Years. (Henri M. Hammond-Paul, Director, Community Health and Safety Department; hmhammondpaul@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Special Governing Body: 06/03/2025

Approved on Consent.

- j. Request for Approval of Amendment No. 3 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase the Compensation by \$323,605 for a New Total Amount of \$1,038,873.48, Extend the Term to May 31st, 2026, and Add Additional Products. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov; Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

Approved on Consent.

- k. Request for Approval of Amendment No. 3 to Legal Services Agreement Item #23-0635 with Brownstein Hyatt Farber Schreck, LLP to Increase the Not-to-Exceed Amount by \$120,000 for a New Total Amount of \$412,160.25 Including NMGRT for Legal Services Related to the Development of the Midtown Property (Erin McSherry, City Attorney: ekmcsberry@santafenm.gov)

Committee Review:

Finance Committee: 05/27/2025

Governing Body: 05/28/2025

MOTION A motion was made by Councilor Lindell, seconded by Councilor Garcia, to Approve.

VOTE The motion unanimously Passed on a roll call vote.

7. Action Items: Discussion Agenda

8. Introduction of Legislation

- a. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Carol Romero-Wirth)
A Resolution Restricting the Weight Limit on the Cerro Gordo Bridge No. 8838 Not to Exceed a Gross Weight Limit of Fifteen (15) Tons Until Repairs are Made; Directing Installation of Weight Limitation Signs in Advance of the Bridge and Notice of this Resolution Sent to the New Mexico Motor

Transportation Department, as Required by State Law; Specifying that Violation of the Weight Limit is a Misdemeanor, Punishable by the Penalties in NMSA 1978, Section 66-8-7; and Directing Notice to the New Mexico Department of Transportation when Repair Completion and Full Access to the Bridge is Restored. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:

Finance Committee(Introduced): 05/27/2025

Governing Body: 05/28/2025

9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Monday, June 09, 2025
13. Adjourn

Meeting Adjourned at 5:35 P.M.


ERMINIA TAPIA


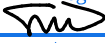
Liaison

Chair

Date: May 16, 2025

To: Governing Body

From: Caryn Grosse, Facilities Division Project Manager III 

Via: Regina Wheeler, Public Works Department Director 
Sam Burnett, Facilities Division Director 
Regina Wheeler (May 16, 2025 12:17 MDT)
JOHN BURNETT (May 16, 2025 12:14 MDT)

Subject: Budget Amendment Resolution for City Hall Elevator Project

Vendor Name: TK Elevator Corporation

Vendor Number: 8472

ACTION:

Request for Approval of a Budget Amendment Resolution to Transfer \$150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, clgrosse@santafenm.gov).

CONTRACT NUMBER:

The FY25 Munis Contract Number is 3203873.

BACKGROUND AND SUMMARY:

The elevator at City Hall has experienced increasing periods of downtime, driven by both age and consistent heavy use. While the Facilities Management Division (FMD) maintains a Gold-Level Service Agreement with TK Elevator Corporation (TKE), ensuring regular inspection and preventative maintenance, the system's overall reliability continues to decline.

To address this, FMD recommends full elevator modernization. This effort will upgrade core mechanical and control components, resulting in improved reliability, reduced maintenance needs, and greater ease of service over time. Similar modernizations completed at the Main Library and Sandoval Parking Garage within the past two years have yielded excellent performance and operational improvements.

To move this work forward, FMD is requesting approval of a Budget Amendment Request (BAR) to transfer funds from the Capital Fund Balance into the FMD Work-in-Progress (WIP) Construction account. This will allow the project to proceed without delay and ensure continued accessibility and safety for City Hall visitors and staff.

ATTACHMENTS:

Budget Amendment Resolution (BAR)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Capital Fund Balance / 320
Munis Org Name/Number: Facilities Division / 3209980
Munis Object Name/Number: WIP Construction / 572970
Munis Expenditure Object Name/Number: WIP Construction / 572970

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

PROCUREMENT METHOD:

The procurement method is an existing on-call contract with TKE Item #23-0434 which expires on May 31, 2027.

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

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Vehicles included? Yes | No

Approval: _____ Date: _____
Comment/Exceptions: _____

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

Approval: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (May 16, 2025 12:14 MDT)

Capital Asset or Project? Yes | No

Project Ledger Number FMD2532009
Approval: _____ Date: _____
Comment/Exceptions: Josie Bolden

Is this a Grant Funded Purchase? Yes | No

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

Log # (Finance use <i>only</i>):	
Journal # (Finance use <i>only</i>):	

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

DEPARTMENT / DIVISION NAME Public Works / Facilities					DATE 5/16/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
WIP Construction	3209980	572970	FMD2532009	150,000		
1/2% Capital GRT Fund/Capital Transfer to Facilities CIP Fund	3650433	760320		150,000		
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
Facilities CIP Fund/Capital Transfer from 1/2% Capital GRT Fund	3209980	660365		(150,000)		

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

\$ 150,000 \$ -

FY25 to fund City Hall Elevator renovations

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

De Alva Calabaza Prepared By (print name)	5/16/2025 Date	(Use this form for Finance Committee/ City Council agenda items ONLY)	<i>Andy Hopkins</i> Budget Officer	
		CITY COUNCIL APPROVAL		
		City Council Approval Date	Finance Director (< \$5,000)	
		Agenda Item #:	City Manager (< \$60,000)	

Regina Wheeler
Business Operations Manager Signature (optional)
Date

Regina Wheeler
Regina Wheeler (May 16 2025 12:17 MDT)
Department Director Signature
Date











Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW


Final Audit Report


2025-05-19


Created:	2025-05-16
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA4Pa-2_fa7js0nP7F7qORJkbLmPGV3xLE


"Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW" History


-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
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-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-05-16 - 6:10:08 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
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-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
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-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
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2025-05-16 - 6:15:42 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-05-16 - 6:16:59 PM GMT- IP address: 63.232.20.2


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2025-05-19 - 1:34:50 PM GMT

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2025-05-19 - 5:25:36 PM GMT- IP address: 104.47.65.254

 Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: The balance is available in fund 365, not fund 210. The transfer to 3209980 should be coming from one of your 365- series org codes. Also, please remove the project code from the transfer in line (under revenues) - the PL code goes only with the expenditure increase, not with the transfer in or out.
2025-05-19 - 5:27:34 PM GMT- IP address: 63.232.20.2






Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW..

Final Audit Report

2025-05-19

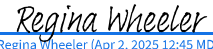
Created:	2025-05-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
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"Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW.." History


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Signature Date: 2025-05-19 - 8:21:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-05-19 - 8:21:17 PM GMT

Date: April 1, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Director 
Regina Wheeler (Apr 2, 2025 12:45 MDT)

Jennifer Morrow, Complete Streets Director 
Jennifer Morrow (Apr 2, 2025 12:03 MDT)

From: José Lerma, Traffic Operations Manager 

Subject: Roadway Marking Materials

Vendor Name: 3M Library Transportation Safety Division

Munis Vendor Number: 2924

ITEM AND ISSUE:

Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of \$360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, jlnerma@santafenm.gov)

BACKGROUND AND SUMMARY:

The Public Works Traffic Operations Section needs roadway marking materials to replace old faded, worn out and damaged roadway markings city wide. City staff will install the new marking material this summer into the fall on crosswalks, vehicle lane lines, stop bars, lane arrow symbols, median gores and speed hump markings. One time funding appropriated in FY25 will be used for this purchase.

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Paint & Sign Operations/Maint/1000412

Munis Object Name/Number: Operating Supplies/530200

Budget Officer / Designee: *Andy Hopkins*

Budget Officer Comment / Exceptions: _

ATTACHMENTS:

Vendor's Quote

Statewide Price Agreement



PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement Sign and Pavement Marking Material, Reflective, Price Agreement Number: 40-80500-23-17073

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 05/16/2025

CPO Comment/Exceptions: Ensure the PO adequately identifies the price agreement relied upon.

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: ST2510000

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

3M Transportation Safety Division
 3M Center, Building 225-04-N-14
 St. Paul, MN 55144-1000
 FAX: 1-800-591-9293
 Toll Free 1-800-553-1380



Sold-to: City of Santa Fe (16134707)
 200 Lincoln Ave
 SANTA FE, New Mexico 87501-1904
 Ship-to: City of Santa Fe (16134707)
 200 Lincoln Ave
 SANTA FE, New Mexico 87501-1904

Quotation Number: CITYOFSANTAFENM04152025(1)
 Quotation Date: 04/15/2025
 Expiration Date*: 06/15/2025

Attn: Jose Lerma
 From: Tara Nachtigal
 Phone: 800-553-1380
 Email: 3msupport.twestcoast.us@mmm.com
 bCom: Contact us for a reg code for online ordering

Payment Terms: Net 30 Days
 Contract: D005939504
 Delivery: Contact your CSR
 Time:
 F.O.B.: See Below

Material	QTY	UoM	Description	Unit Price	Ext. Price
7000055490	3	DR	1172C RED EC FILM NP 36" X 50 YD	\$360.0000	\$1,080.00
7000055547	2	DR	1175C BLUE EC FILM NP 36INX50YD	\$360.0000	\$720.00
7000055485	5	ROL	1177C GRN EC FILM NP 36" X 50YD	\$360.0000	\$1,800.00
7000004882	3	ROL	3931 YELLOW HI PRISMATIC 36"x50YD	\$450.0000	\$1,350.00
7000148635	40	Rol	A380IES 4"x30YD, WHT	\$195.0000	\$7,800.00
7100236035	20	Rol	A381IES(T) 4"x30YDS, YLW	\$195.0000	\$3,900.00
7100035553	30	Rol	A380IES 8"x30YD, WHT	\$390.0000	\$11,700.00
7000129505	384	Rol	A380IES 12"x30YD, WHT	\$585.0000	\$224,640.00
7010302715	50	CV	SMS-L380IES-LA LFT ARROW, 8', WHT, 4/PK	\$1,066.5200	\$53,326.00
7010343798	20	CV	SMS-L380IES-RA RHT ARROW, 8', WHT, 4/PK	\$1,066.5200	\$21,330.40
7100241155	100	EA	SMS-L380IES SPEED HUMP, 6', WHT, 2/PK	\$326.6100	\$32,661.00
Total:					\$360,307.40

F.O.B: Shipping Point. Freight charges via cheapest method prepaid and allowed. **The minimum acceptable order dollar value is \$1,000. A small order fee of \$100 will be applied for orders below the minimum dollar value requirement.

To place an order or ask for bCom registration code, please reach out via the email or phone listed above. To be assured of these prices if an order is issued, please note on the order "These prices in accordance with Quotation Number "CITYOFSANTAFENM04152025(1)" (complete with the quotation from above). * Prices quoted herein are firm for a period of 60 days after quotation date. For quotes beyond 60 days, prices are subject to increase with 30-day notification. * Some products may have minimum quantity requirements. * Pricing is subject to variation based on sizing and other characteristics. Nonstandard upcharges may or may not be included in the pricing quoted above. Please contact your customer service representative if you have questions or concerns. Applicable tax exemption documents should be included with your order.

****Government agencies exempt from minimum order dollar value & small order fee.**

1. Delivery of plus 10% or minus 10% of ordered quantity shall constitute fulfillment of the order. We will endeavor to supply the exact number of units specified. 2. Any claim for loss or damage caused by the transporting carrier(s) must be supported with a delivery receipt, noting such shortage or damages and signed by the delivering carriers driver, and/or a carrier inspection report. When damage is concealed at time of delivery, an inspection by the carrier must be requested as soon as possible but not later than fifteen days from delivery. Any defects in material must also be reported within fifteen days after receipt of goods. 3. We assume no responsibility for any loss or damage incurred due to delay or inability to deliver, caused by fire, strikes, accident, embargoes, car shortages, delays of carriers, insurrection, riot, acts of civil or military authorities or acts of God. 4. In cases where special transportation routing is requested, we will charge back the cost of the special routing. 5. This quotation is based on continuous production of

the quantities specified. 6. Prices quoted are for a single destination with no drop shipping allowed unless other specified above. 7. The above quotation does not include any Federal, State or Local taxes unless so indicated. 8. Orders are subject to 3M Credit Department approval.



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
4 Vendors

Number: 40-80500-23-17073

Amendment No.: One

Term: April 4, 2024 - April 4, 2026

Ship To:
As Requested on page 11 & 12

Procurement Specialist: Patrick Gardner *PG*

Telephone No.: (505) 637-1876

Email: Patrick.Gardner@gsd.nm.gov

Invoice:
As Requested on page 11 & 12

For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: Sign and Pavement Marking Material, Reflective

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 4, 2025 to April 3, 2026 at the same price, terms and conditions. This Agreement was not extended for vendor (AC) San Bar Construction Corp.

Remove Item #53 for vendor (AD) Perform, LLC from the Price Agreement:

53	6	Each	Heat Gun- For applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	(AD) \$900.00
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Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 4/3/2025



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
5 Vendors (See Page 6)

Price Agreement Number: **40-80500-23-17073**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

Ship To:
As Requested on page 11

Procurement Specialist: **Theresa Mendibles** *TM*

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Invoice:
As Requested on page 11

**For questions regarding this agreement please contact:
India Garcia (505) 690-7383**

Title: **Sign and Pavement Marking Material, Reflective**

Term: **April 4, 2024 thru April 3, 2025**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Prior to utilizing this Price Agreement, the New Mexico Department of Transportation must be notified, and the user must request approval. Vendor/Contractor is to take note that NMDOT has precedent for the usage of this Price Agreement. If a Statutory limit is set on a Price Agreement and that cumulative limit has been met, the Price Agreement will be cancelled. When applicable all purchase orders referencing this price agreement must report their expenditures to the General Services Department/State Purchasing Division..

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 4/4/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

This has been signed on behalf of the State Purchasing Agent.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

State of New Mexico
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Price Agreement #: 40-80500-23-17073

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable

State of New Mexico
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for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. 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.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for

State of New Mexico
General Services Department
Purchasing Division
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Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

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Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
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(AA) 0000014891

3M Company
2807 Paysphere Circle
Chicago, IL 60674
(800) 553-1380
3msupport.tsdcsl.us@mmm.com

Payment Term: Net 30
FOB: Destination
Delivery: 20 - 120 days ARO

(AB) 0000055974

Avery Dennison Corporation
P.O. Box 96989
Chicago, IL 60693
(877) 214-0909
reflective.bids@averydennison.com

Payment Term: Net 30
FOB: Destination
Delivery: 30 Days ARO

(AC) 0000113804

Interwest Safety Supply
5821 Coronado Ave, NE
Albuquerque, NM 87109
(505) 850-3646
massaad@iwsafety.com

Payment Term: Net 30
FOB: Destination
Delivery: Destination

(AD) 0000179464

Preform, LLC
3845 Deerpark Blvd.
Elkton, FL 32033
(888) 825-5161, (512) 736-5282 (Direct)
bids@preform.us

Payment Term: Net 30
FOB: Destination
Delivery: 14-25 Days ARO

(AE) 0000049822

San Bar Construction Corp
9101 Broadway Blvd SE
Albuquerque, NM 87105
(505) 452-8000
larry@sanbarcc.com
alyssa@sanbarcc.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

State of New Mexico
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Specifications:

Establish a price agreement for Sign & Pavement Marking Material, Reflective for the New Mexico Department of Transportation (NMDOT). This is a materials only price agreement.

All products purchased under this Price Agreement shall meet the specifications as set forth in this price agreement, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings, and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Prior to utilizing this Price Agreement, the New Mexico Department of Transportation must be notified, and the user must request approval. Vendor/Contractor is to take note that NMDOT has precedent for the usage of this Price Agreement. If a Statutory limit is set on a Price Agreement and that cumulative limit has been met, the Price Agreement will be cancelled. When applicable all purchase orders referencing this price agreement must report their expenditures to the General Services Department/State Purchasing Division.

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or by email at NMDOTAPL@dot.nm.gov.

Term:

The term of this agreement shall be for one (1) year from date of award with an option to extend for up to three (3) additional one (1) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms, and conditions. This Price Agreement shall not exceed four (4) years.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by the NMDOT.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by The State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to The State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. Show the amount for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

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The Vendor shall be considered an independent Vendor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the performance required by this price agreement.

Method of Award:

Method of award shall be to one or more Vendors for each group. Items shall be awarded to one or more Vendors per group, but not to exceed three (3) Vendors per group. This price agreement may be awarded to one (1) or more Vendors, as follows:

Items 1 to 17– Sheeting
Items 18 – Pavement Marking Tape
Items 19 to 48 – Pre-formed Pavement Markings
Items 49 to 53 – Pre-formed Thermoplastic Material
Items 54 to 55 – Barrier Delineation
Items 56 to 57 – Reflective Raised Pavement Markers
Items 58 to 87 – Pre-formed, Pre-Patterned Markings, Improved Retro-reflectivity

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

Utilization of Vendors:

The following procedure for the utilization of Vendors shall be used on multiple source price agreements.

1. The selection of a Vendor from a multiple source price agreement to provide items shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded Vendor.
3. The Vendor selected to perform the work shall be the Vendor providing items for the specific purchase order at the lowest overall cost to the NMDOT and able to meet all requirements including delivery schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific purchase order if the Vendor providing the lowest overall cost is unable to meet all item and delivery requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

The Vendor Agrees To:

Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or

State of New Mexico
General Services Department
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Price Agreement #: 40-80500-23-17073

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personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

SPECIFICATIONS FOR SIGN AND PAVEMENT MARKING MATERIAL, REFLECTIVE:

Non-reflective sheeting (film) and products must meet all requirements for reflective sheeting except those requirements pertaining to reflectivity.

Service life must be designated in specifications and must be guaranteed by the manufacturer of reflective sheeting or related material.

Ink systems shall be one (1) part UV resistive for all standard color inks. No additional clear coating of signs required. The ink system shall be Non-ISO Cynate. All inks shall be compatible with the Department's silk screen material with One Hundred and Eighty (180) screen mesh. All inks shall be removable with thinners and/or citrus based screen wash. Thinner shall be compatible and capable of removing ink systems provided to the Department. This material (inks & thinners) shall be provided to the NMDOT at no additional cost.

Successful bidders of any pre-formed tape items shall provide application equipment and necessary technical support to all of the NMDOT six (6) Districts.

Awarded Vendor(s) shall provide technical service support upon request with reasonable notification.

Awarded Vendor(s), upon request must furnish technical literature and product bulletins for all items awarded.

Slip-sheeting paper shall be provided by the Awarded Vendor(s) at no additional cost to the Department.

HEAT GUN SPECIFICATION:

The hand held Heat Gun (Item 53) shall be propane fueled and suitable for the application of pre-formed thermoplastic pavement markings on both asphalt and concrete surfaces and shall be UL listed and approved. The length of the heat gun (from air intake to the end of nozzle) must be at least thirty seven inches (37"). The minimum length of hose shall be twenty feet (20') with a three hundred and sixty (360) degree swivel joint, and the minimum width of five inches (5") for the nozzle. The nozzle must be constructed of stainless steel and the gas injection venturi must be made from aluminum or other similar materials. The handle must be made of insulating plastic or similar materials. The maximum weight of the heat gun without the hose and gas cylinder valve shall be four (4) pounds. It must be equipped with a piezoelectric type igniter that is built in and protected by the trigger body of the heat gun. Heat guns ignited by pilot flames, batteries or flint will not be acceptable. No part of the heat gun, including the nozzle shall become warmer than one hundred and twenty five (125) degrees Fahrenheit during a three (3) minute uninterrupted run at maximum power. Gas flow to the nozzle shall cease and flame will extinguish when the heat gun trigger is released. Max fuel consumption during continuous use will be eight (8) pounds/hour. The heat gun shall have an automatic safety shut off valve in case of leakage or breakage of the hose or connectors. The heat gun shall have an adjustable regulator valve. The heat gun must produce a minimum of 200,000 BTU's. The heat gun shall be operated by a "dead man trigger", which when pressed, automatically ignites the heat gun without the use of any pilot flame. The heat gun shall come with a twelve (12) month warranty covering parts and labor.

Delivery:

Prices bid under this agreement shall be F.O.B. destination.

State of New Mexico
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Method of Measurement and Payment:

All quantities are to be measured by the District Engineer or their designee and shall be considered final and all payments will be made on this basis.

Escalation Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirteenth 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 one and a half (1½) percent per month.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or their duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

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Purchasing Division
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Invoice To:

New Mexico Department of Transportation
General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030

New Mexico Department of Transportation
District Two
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
P.O. Box 91750
Albuquerque, N.M. 87199

New Mexico Department of Transportation
District Four
P.O. Box 10
Las Vegas, N.M. 87701

New Mexico Department of Transportation
District Five
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
P.O. Box 2160
Milan, N.M. 87021-2159

Ship To:

NMDOT General Office Warehouse, SB-4
1350 Alta Vista Street
Santa Fe, NM 87504-1149

NMDOT District 1
2912 E. Pine St.
Deming, N.M. 88030

NMDOT District 2
4505 W. Second Street
Roswell, NM 88201

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NMDOT District 3
7500 Pan American Frwy NE
Albuquerque, NM 87109

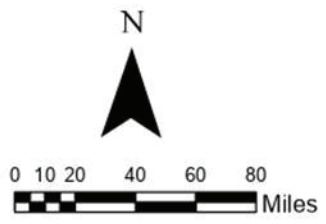
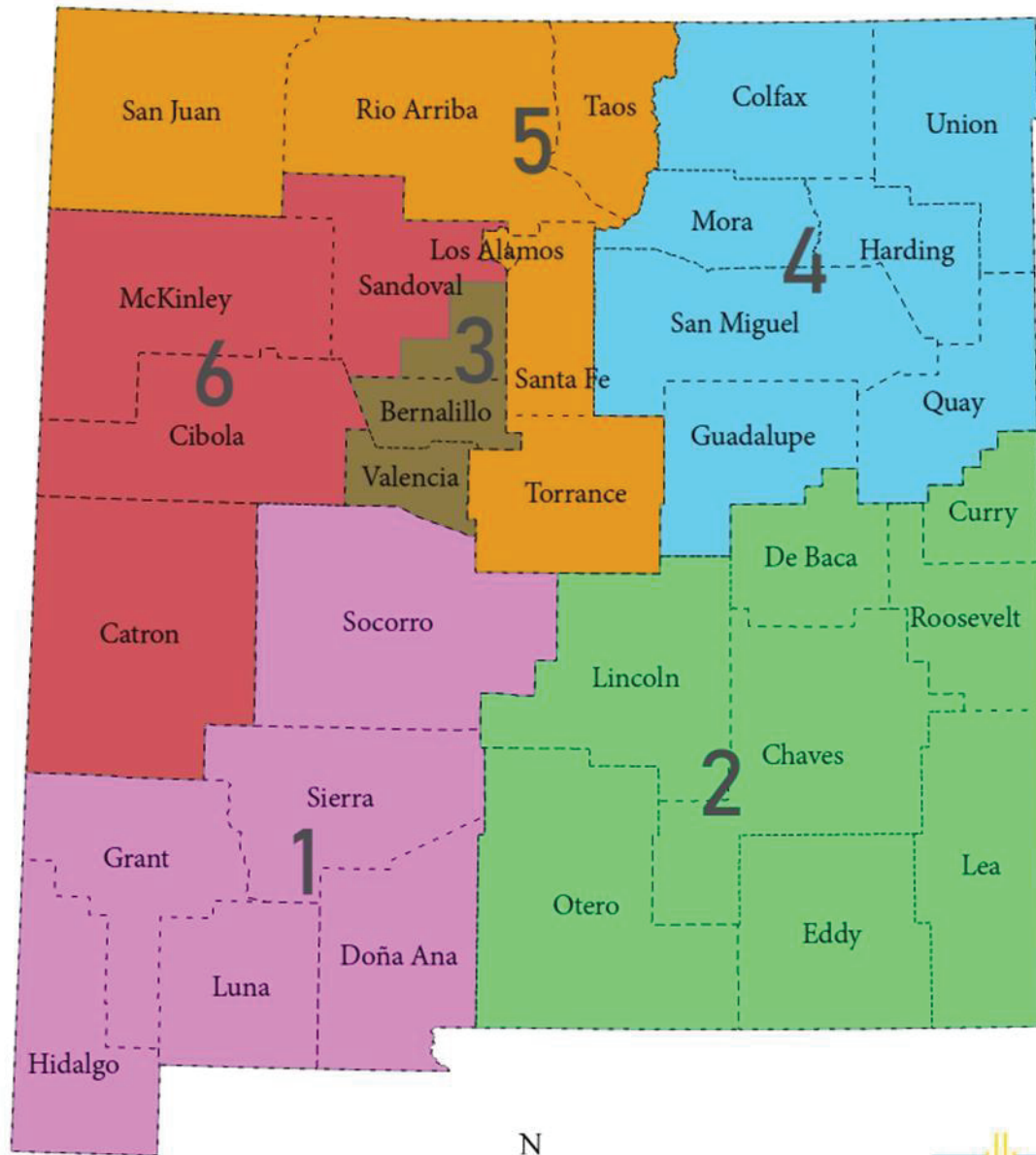
NMDOT District 4
28 Bibb Industrial Drive
Las Vegas, NM 87701

NMDOT District 5
7315 South Cerrillos Rd.
Santa Fe, NM 87507

NMDOT District 6
1919 Pinon Drive
Milan, NM 87021

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NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



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Item	Approx. Qty.	UOM	Article and Description	Unit Price
1	10,000	S.F.	Non-Reflective Sheeting (Vinyl film) and Border Material- All standard colors, white and black series.	(AA) \$1.30 - 3M 7725 Series (AB) \$0.90 - SC900 (AE) \$0.46
2	10,000	S.F.	Acrylic- Colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, clear and black series.	(AA) \$0.80 - 3M 1170 Series (AB) \$0.74 - OL- 2000 (AE) \$1.01
3	500	S.F.	Protective Overlay Film- Solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.	(AA) \$1.10 - 1160i / 1160iA (AB) \$0.95 - OL- 1000 (AE) \$1.50
4	500	S.F.	Transparent Protective Overlay Film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti, and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.	(AA) \$1.10 - 1160i / 1160iA (AB) \$0.95 - OL- 1000 (AE) \$1.50
5	10,000	S.F.	Prismatic Reflective Sheeting and Border Material ASTM type IV. All standard colors.	(AA) \$1.00 - 3M 3930 Series (AB) \$1.05 - T6500 (AE) \$1.35
6	10,000	S.F.	Prismatic Reflective Sheeting and Border Material ASTM Type VIII, all standard colors.	(AA) \$1.50 - 3M 3940 (AB) \$1.48 - T-7000 (AE) \$3.85
7	9,000	S.F.	Prismatic Reflective Sheeting and Border Material, fluorescent yellow-green, and yellow ASTM Type VIII.	(AA) \$1.50 - 3M 3921, 3923 (AB) \$1.48 - T-7511 (AE) \$4.10

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
8	5,000	S.F.	Prismatic Reflective Sheeting: Fluorescent orange ASTM Type VIII.	(AA) \$1.45 - 3M 3924S (AB) \$1.48 - W7514 (AE) \$2.55
9	10,000	S.F.	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.	(AA) \$1.64 - 3M 4090 Series (AB) \$1.74 - T-11000 (AE) \$2.65
10	9,000	S.F.	Reflective Sheeting and Border Material Diamond Grade, VIP, fluorescent yellow-green, and yellow. ASTM Type IX.	(AA) \$1.64 - 3M 4081, 4083 (AB) \$1.74 - T-11511 (AE) \$2.75
11	5,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: VIP, fluorescent orange. ASTM Type IX.	(AA) \$1.64 - 3M 4084 (AB) \$1.74 - T11514 (AE) \$2.95
12	10,000	S.F.	Prismatic Reflective Sheeting and Border Material, ASTM Type XI (DG3), all standard colors.	(AA) \$1.64 - 3M 4090 Series (AB) \$1.74 - T-11000 (AE) \$2.80
13	9,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: DG3, fluorescent yellow-green, and yellow. ASTM Type XI.	(AA) \$1.64 - 3M 4081, 4083 (AB) \$1.74 - T-11511 (AE) \$2.95
14	5,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: DG3, fluorescent orange. ASTM Type XI.	(AA) \$1.64 - 3M 4084 (AB) \$1.74 - T11514 (AE) \$2.95

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
15	2,000	S.F.	Barricade Pre-Stripe Reflective Sheeting White and Orange Rolls: 4in and 6in stripe, left or right, High Intensity prismatic sheeting ASTM Type IV.	(AA) \$1.35 - 3M 3334L/R, 3336L/R (AB) \$1.35 - w6000 (AE) \$2.35
16	30,000	S.F.	Transfer (pre-spacing) Tape: For use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	(AA) \$0.24 - 3M SCPS-2 (AB) \$0.14 - AT 75 (AE) \$.035
17	1,000	S.F.	Clear Transfer (pre-spacing) Tape: For use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	(AA) \$0.26 - 3M TPM5 (AB) \$0.14 - AT65 (AE) \$.040
18	200	L.F.	Pavement Marking Tape: 4 inch temporary removable, detour grade, yellow and white, Type 1.	(AA) \$3.05 - 710IR/711IR. Pricing is by square foot for configurable rolls. (AC) \$2.50 (AE) \$0.95
19	30	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight Arrow.	(AA) \$116.97 - 3M SMS-L270ES-SA, sold 4/pack, price provided is for each item, not per pack (AE) \$205.25
20	75	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Curve right or left arrow (as specified at time of order).	(AA) \$163.05 - 3M SMS-L270ES-RA, SMS-L270ES-RA, sold 4/pack, price provided is for each item, not per pack (AE) \$286.05
21	15	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Only" Legend.	(AA) \$262.30 - 3M SMS-L270ES-ON sold 2/pack, price provided is for each item, not for pack

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) \$460.15
22	100	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "School" Legend.	(AA) \$453.70 - 3M SMS-L270ES-SC (AE) \$795.95
23	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Stop" Legend.	(AA) \$326.11 - 3M SMS-L270ES-ST (AE) \$572.10
24	30	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "RR XNG" Legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$559.65
25	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" Legend.	(AA) \$92.16 - 3M SMS-L270ES-R sold 2/pack, price provided is for each item, not for pack (AE) \$161.70
26	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Right" Legend.	(AA) \$163.05 - SMS-L270ES-RA RHT ARROW, 8', WHT, 4/PK, price provided is for each item, not for pack (AE) \$247.00
27	10	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Left" Legend.	(AA) \$163.05 - SMS-L270ES-LA LFT ARROW, 8', WHT, 4/PK, price provided is for each item, not for pack (AE) \$247.00
28	10	Each	Pre-Formed Pavement Markings, Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Turn" Legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				is by square foot for configurable / custom symbols and legends. (AE) \$247.00
29	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Ahead" Legend.	(AA) \$382.82 - 3M SMS-L270ES-AH. (AE) \$671.65
30	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "PED" Legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$247.00
31	130	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "XING" Legend.	(AA) \$319.01 - 3M SMS-L270ES-XI (AE) \$559.65
32	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Signal" Legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$281.25
33	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Exit" Legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$247.00
34	5	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "MPH" Legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$247.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
35	30	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Numeral 0 to 9 (as specified at time of order).	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$87.50
36	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Elongated straight arrow.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$247.00
37	25	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Elongated arrow right or left (as specified at time of order).	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$497.50
38	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Fillet right (for elongated combination right arrow) or fillet left (for elongated combination left arrow), as specified at time of order.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$87.50
39	10,000	S.F.	Pre-Formed Pavement Markings, Retro-Reflective, white and yellow, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Roll goods for stop bars, crosswalks, striping tape 60 MIL., etc. (not including primer).	(AA) \$3.72 - A270ES/A271ES. Pricing is by square foot for configurable rolls. (AE) \$5.45
40	1,000	S.F.	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Non-standard (custom) legends not referenced in bid (not including primer).	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) \$4.75
41	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. "Bike" legend.	(AA) \$249.75 - SMS-L380IES-LK6 LT BIKE FACE,6',WHT,2/PK, price provided is for each item, not for pack (AE) \$174.10
42	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 4'.	(AA) \$140.76 - 3M SMS-L270ES-K4, price provided is for each item, not for pack (AE) \$133.70
43	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 6'.	(AA) \$159.50 - 3M SMS-L270ES-LK6, SMSL270ES-RK6, sold as 2/pack, price provided for each item not for pack (AE) \$279.85
44	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 8'.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$363.80
45	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "HWY" legend.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$472.95

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
46	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 6' Bike straight arrow legend.	(AA) \$77.98 - 3M SMS-L270ES-A6, sold as 2/pack, price provided for each item not for pack (AE) \$136.80
47	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. RR-Xing kit.	(AA) \$680.57 - 3M SMS-L270ES-RX. (AE) \$1,194.00
48	200	Gal	Surface Preparation Adhesive- When required for installation conditions for pre-formed pavement markings, retro-reflective, Type1, with no "surface preparation adhesive" required as per manufacturer's recommendations.	(AA) \$273.20 - 3M SPA60, sold in 5 gallon containers. Price provided is for one (1) gallon. (AE) \$95.85
49	2,000	S.F	Preformed Thermoplastic Linear Material, 125 millimeter thickness. No pre-heating of road surface required.	(AD) \$2.05 - Various width materials, sold in package quantity increments. (AE) \$2.85
50	2,000	S.F.	Pre-Formed Thermoplastic Legends; 125 millimeter thickness. No pre-heating of road surface required.	(AD) \$5.00 - One color legends, sold in package quantity increments. (AE) \$5.80
51	2,000	S.F.	Pre-Formed Thermoplastic Linear Material 125 millimeter thickness. Pre-heating of road surface required.	(AD) \$2.05 - Various width materials, sold in package quantity increments. (AE) \$2.85
52	2,000	S.F.	Pre-Formed Thermoplastic legends; 125 millimeters thickness. Pre-heating of road surface required.	(AD) \$5.00 - One color legends, sold in package quantity increments. (AE) \$5.80
53	6	Each	Heat Gun- For applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	(AD) \$900.00 (AE) \$1,172.75

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
54	8,000	L.F.	Barrier Delineation System -Retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, standard colors.	(AC) \$5.35
55	8,000	L.F.	Barrier Delineation System - Retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, fluorescent colors.	(AC) \$5.35
56	1,000	Each	Reflective Raised Pavement Markers, two-way (colors to be specified at time of ordering).	(AA) \$0.88 - 3M RPM 290 2-way. Sold by Carton. 100 per Carton. (AC) \$2.25 (AE) \$1.25
57	1,000	Each	Reflective Raised Pavement Markers, one-way (color to be specified at time of ordering).	(AA) \$0.88 - 3M RPM 290 1-way. Sold by Carton. 100 per Carton. (AC) \$1.95 (AE) \$1.25
58	30	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight arrow.	(AA) \$182.25 - 3M SMS-L380ES-SA, sold in 4/pack, price provided is for each item, not for pack (AE) \$319.70
59	75	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Curve right or curve left arrow.	(AA) \$266.63 - 3M SMS-L380ES-RA, SMS-L380ES-LA, sold in 4/pack, price provided is for each item, not for pack. (AE) \$467.75
60	15	Each	Pre-Formed, Pre-Patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Only" legend.	(AA) \$428.64 - 3M SMS-L380ES-ON, sold in 2/pack, price provided is for each item, not for pack. (AE) \$751.90

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
61	100	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "School" legend.	(AA) \$702.01 - 3M SMS-L380ES-SC (AE) \$1,231.60
62	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Stop" legend.	(AA) \$486.02 - 3M SMS-L380ES-ST (AE) \$852.70
63	30	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. RR Xing kit legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$1,197.85
64	10	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$225.00
65	10	Each	Pre-Formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Right" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$357.50
66	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Left" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$357.50
67	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Turn" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) \$357.50
68	20	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Ahead" legend.	(AA) \$600.76 - 3M SMS-L380ES-AH (AE) \$1,053.95
69	10	Each	Pre-Formed, Pre-Patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "PED" legend.	(AA) \$648.03 - 3M SMS-L380ES-PE (AE) \$1,136.90
70	130	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Xing" legend.	(AA) \$465.77 - 3M SMS-L380ES-XI (AE) \$817.15
71	10	Each	Pre-Formed, Pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Signal" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$1,136.90
72	10	Each	Pre-Formed, Pre-Patterned Pavement Marking with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "Exit" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$817.15
73	5	Each	Pre-Formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. "MPH" legend.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$551.50
74	30	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Numeral 0 to 9 (as specified at time of order).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-80500-23-17073

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				configurable / custom symbols and legends. (AE) \$97.50
75	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. Elongated straight arrow.	(AA) \$367.88 - 3M SMS-L380ES-SE, price provided is for each item, not for pack. (AE) \$645.40
76	25	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. Elongated arrow right or left (as specified at time of order).	(AA) \$398.25 - 3M SMS-L380ES-RE, SMS-L380ES-LE, price provided is for each item, not for pack. (AE) \$738.35
77	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. Fillet right (for elongated combination each right arrow) or Fillet left (for elongated combination each left arrow), as Specified at time of order.	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$105.00
78	10,000	S.F.	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, white and yellow, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. Roll goods for stop bars, crosswalks, striping tape, etc. (Not including primer).	(AA) \$6.50 - A380IES/A381IES. Pricing is by square foot for configurable rolls. (AE) \$9.65
79	1,000	S.F.	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. Non-standard (custom) legends not referenced in bid (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$9.40

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-80500-23-17073

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
80	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. "Bike" legend (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$722.40
81	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 4' (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$246.95
82	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 6' (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$438.15
83	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 8' (Not including primer).	(AA) \$140.76 - SMS-L380IES-K4 BIKE SYM, 4', WHT, 2/PK, price provided is for each item, not for pack. (AE) \$1,054.00
84	20	Each	Pre-formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "HWY" legend (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$1,106.70

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-80500-23-17073

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
85	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 6' Bike straight arrow (Not including primer).	(AA) \$182.25 - SMS-L380IES-SA STR ARROW, 6', WHT, 4/PK, price provided is for each item, not for pack. (AE) \$201.35
86	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. RR-Xing kit (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$1,480.30
87	200	Gal	Surface Preparation Adhesive- When required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations.	(AA) \$273.20 - 3M SPA60, sold in 5 gallon containers. Price provided is for one (1) gallon. (AE) \$95.85

87 Items Total



The Purchasing Memo

Date: May 1, 2025

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

Via: Regina Wheeler, Public Works Department Director 
RW (May 5, 2025 12:49 MDT)

From: Jennifer Morrow, Complete Streets Division Director 
J.Morrow (May 4, 2025 11:34 MDT)

Subject: Memo of Agreement for Crossing Guard Program with SFPS

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

Request for Approval of Memorandum of Agreement with Santa Fe Public Schools Cross Guard Program not to exceed the Total Amount of \$900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250568.

BACKGROUND AND SUMMARY:

The City of Santa Fe and the Santa Fe Public Schools (SFPS) have jointly administered the School Crossing Guard program for the past 30 years. For the first 25 years, the City of Santa Fe administered the program, receiving reimbursement from SFPS for half of the program costs.

In FY 12/13, SFPS took over administration of the program and the City of Santa Fe agreed to reimburse SFPS for a portion of the program cost not to exceed \$175,000.

Costs to operate the program have increased over the years and SFPS requests that the City now contribute \$225,000 per year toward this important program. Staff reviewed the cost details provided by SFPS and concur with this level of contribution.

This expense has been included in the Public Works Complete Streets Operating Budget.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund - 100

Munis Org Name/Number: Traffic Engineering - 1000416

Munis Object Name/Number: Service Contracts - 510310

Budget Officer / Designee: Andy Hopkins Date: 05/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 05/12/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

MOA

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE PUBLIC SCHOOLS
AND
THE CITY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Public Schools (the "SFPS"). The date of this Agreement shall be the date when it is executed by the City and SFPS, whichever occurs last.

WHEREAS, for the past approximately twenty-five years, the City and SFPS have agreed that it is in the best interests of the City and the SFPS to jointly administer the School Crossing Guard program because both parties have the same goal of ensuring that SFPS elementary school children safely cross the City's streets in order to get to school; and

WHEREAS, in prior years, the City provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, the SFPS has informed the City that it desires to continue the responsibility for administering the School Crossing Guard program entirely; and

WHEREAS, the SFPS is requesting reimbursement from the City for actual costs directly related to crossing guard services

rendered by the contractor selected through an RFP selection process; and

WHEREAS, the City agrees to continue to assign the responsibility for administering the School Crossing Guard Program to the SFPS and to partially reimburse SFPS' actual costs in administering the Program.

THEREFORE, the City and the SFPS agree that in order to administer, operate and establish provisions for the School Crossing Guard Program and to maintain traffic control devices within City right of way, each party shall be bound by the following terms:

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

(1) Maintain traffic control devices contained within City right of way, including the following:

(a) Signs related to the control of traffic and pedestrians (i.e., School Crossing signs, Stop signs, Do Not Enter signs, etc.).

(b) Pavement markings such as lane lines, stop bars, and arrows.

(c) School flashers.

B. The SFPS shall:

(1) Administer the School Crossing Guard Program, including, without limitation, the following:

- (a) Hiring, supervising, disciplining, and terminating employees (the "Personnel").
 - (b) Training and supervising Personnel.
 - (c) Providing equipment and supplies (i.e., uniforms, safety equipment, vehicle costs, mileage, etc.).
 - (d) Compensating Personnel.
 - (e) Arranging for substitute personnel during absences.
 - (f) Placing Crossing Guards.
 - (g) Should SFPS decide to sub-contract to cover any of the above duties, whether in its entirety or partially, through contracts with private entities, SFPS would remain responsible for the administration of the program in its entirety.
- (2) Provide the City with school times prior to each school year for the purpose of programming the school flashers. Notify the City within 5 working days prior to any changes to school times.

C. Both the City and SFPS agree:

- (1) The SFPS will serve as fiscal agent for the Program. The SFPS shall maintain a separate accounting of all expenditures of the Program, including but not limited to, invoices, contracts, and expenditures to sub-contractors.

2. COMPENSATION

A. ~~where~~ SFPS and The City appropriating and/or budgeting sufficient funds within their respective annual operating budgets

to support the anticipated expenditures of the Program. If SFPS does not budget sufficient funds for the Program, the City shall not be obligated to reimburse SFPS for costs pursuant to paragraph B, below.

B. The City shall pay SFPS for its costs incurred in administering the Program in an amount of two hundred and twenty thousand dollars and zero cents (\$220,000.00) per fiscal year, for fiscal year 2025/2026, two hundred and twenty-five thousand dollars and zero cents (\$225,000.00) per fiscal year, for fiscal years 2026/2027 and 2027/2028, and two hundred and thirty thousand dollars and zero cents (\$230,000.00) per fiscal year, for fiscal year 2028/2029, which amount shall be paid out in one lump payment invoiced each fiscal year in April.

3. TERM

This Agreement shall terminate on June 30, 2029, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. However, this Agreement may not be terminated during any school year, so as not to interrupt the need to provide crossing guards for school-age children during the school year.

C. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents and employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

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

7. CONFLICT OF INTEREST

Both parties warrant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall 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 other party.

9. RELEASE

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. THIRD PARTY BENEFICIARIES

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

11. RECORDS AND AUDIT

The SFPS shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. The City shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

13. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. The parties expressly agree that the Program is dynamic in nature with regard to the number of crossing guards needed in order to provide for the safety of school-bound children, and agree that the decision to increase or decrease as circumstances warrant upon mutual agreement of the City Manager, on behalf of the City, and the Superintendent, on behalf of SFPS, without requiring formal written amendments to this Agreement and without violating the terms of this Agreement.

14. SCOPE OF AGREEMENT

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

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS 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.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Mark Scott, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

SFPS: Superintendent
Santa Fe Public Schools
610 Alta Vista Street
Santa Fe, New Mexico 87501

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE PUBLIC SCHOOLS:



Veronica C. Garcia, Interim SFPS SUPERINTENDENT

DATE: 3/31/2025

CITY OF SANTA FE:

Alan Webber, MAYOR

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Kevin L. Nault
Kevin L. Nault (Mar 27, 2025 09:14 MDT)

ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster

DIRECTOR FINANCE DEPARTMENT











GB 600 Santa Fe Public Schools CrossGuard Program MOA

Final Audit Report

2025-05-05

Created:	2025-05-01
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjUz5eQJFBE73gAC7Oi_j0vDWn4ylyYCU

"GB 600 Santa Fe Public Schools CrossGuard Program MOA" History

-  Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2025-05-01 - 3:27:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to Jennifer Morrow (jlmorrow@santafenm.gov) for signature
2025-05-01 - 3:28:44 PM GMT
-  Email viewed by Jennifer Morrow (jlmorrow@santafenm.gov)
2025-05-01 - 3:45:05 PM GMT- IP address: 174.240.0.62
-  Email viewed by Jennifer Morrow (jlmorrow@santafenm.gov)
2025-05-04 - 5:33:38 PM GMT- IP address: 174.28.87.19
-  Document e-signed by Jennifer Morrow (jlmorrow@santafenm.gov)
Signature Date: 2025-05-04 - 5:34:04 PM GMT - Time Source: server- IP address: 174.28.87.19
-  Document emailed to rawheeler@santafenm.gov for signature
2025-05-04 - 5:34:05 PM GMT
-  Email viewed by rawheeler@santafenm.gov
2025-05-05 - 6:48:25 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as RW
2025-05-05 - 6:49:01 PM GMT- IP address: 63.232.20.2
-  Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-05-05 - 6:49:03 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-05-05 - 6:49:03 PM GMT





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DATE: May 7, 2025

TO: Governing Body

VIA: Andréa Salazar, City Clerk/Director of Community Engagement 

FROM: Geralyn F. Cardenas, Deputy City Clerk 

RE: Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$400,000 to Carry Forward for Remodeling & Replacement of Council Chambers

ITEM & ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$400,000 to Carry Forward the amount left over in the Constituent Services CRM (1002575.510340) to Pay for Council Chambers Upgrade. (Andréa Salazar, City Clerk/Director of Community Engagement; asalazar@santafenm.gov and Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm)

BACKGROUND AND SUMMARY:

The amount of \$400,000 was appropriated for a Constituent Services CRM upgrade, which did not occur and was earmarked to pay for Council Chambers to be upgraded, as discussed during FY25 budget hearings. The \$400,000 amount will not cover all costs of the upgrade but will start the process to have an architectural firm create the schematic design, design development, construction documents, bidding and permit documentation, and oversee construction administration. This design and development phase would give us clearer insight into how council chambers could be both safer and ADA Compliant, and what the price and process for remodeling will entail.

ACTION REQUESTED:

Consideration of the above request.

Attachments: Budget Amendment Resolution (BAR)

Log # {Finance use <i>only</i> }:	
Journal # {Finance use <i>only</i> }:	

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

DEPARTMENT / DIVISION NAME Community Engagement/Constituent Services	DATE 5/7/2025
---	------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Remodeling & Replacement	1002575	572500		400,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

	\$ 400,000	\$ -
--	------------	------

FY24 carry forward to FY26 unspent CRM funds that was discussed during the FY25 budget hearings. Funds to be used for Council Chamber Remodel	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>
	Fund Balance
	Increase/(Decrease)
	100 (400,000)
	TOTAL: (400,000)

Erika Quintana Prepared By <i>{print name}</i>	5/7/2025 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<div style="text-align: right;"> Andy Hopkins Budget Officer </div> <div style="text-align: right;"> Emily K. Oster Finance Director {≤ \$5,000} </div> <div style="text-align: right;"> City Manager {≤ \$60,000} </div>
Division Director Signature <i>{optional}</i> ANDREA SALAZAR Department Director Signature	Date Date	CITY COUNCIL APPROVAL City Council Approval Date <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> Agenda Item #:	Date Date Date

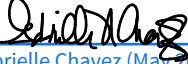
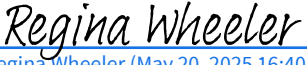
Account Inquiry [CITY OF SANTA FE] > Account Inquiry

Record Number	Org	Object	Project	Description	2024 Available
27	1002575	510300		Professional Contracts	0.00
28	1002575	510310		Service Contracts	26,221.42
29	1002575	510340		Other Consulting	400,000.00
30	1002575	514100		Communications Service	0.00

2024 Encumbrances	0.00
2024 Available	783,715.17
2024 Original Budget	1,984,470.00
2022 Revised Budget	1,720,600.00

Signature: 

Email: gfcardenas@santafenm.gov

Date: May 20, 2025
To: Governing Body
From: Gabrielle Chavez, Transit Director of Administration 
Via: Regina Wheeler, Public Works Department Director 
Subject: FTA Section 5310 Funding MOA

ACTION:

Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of \$668,072.30. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$534,457.84 from the MOA to Transit FY25 Revenue, Vehicles > 1.5 and Data Processing Equipment.

BACKGROUND AND SUMMARY:

The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six Ford electric paratransit vans to replace aged vehicles and replace the camera security system on fifteen paratransit vans. The grant for \$668,072.30 requires matching funds of \$133,614 which are available in 5400499, so the BAR only allocates the grant funding into FY25 budget and not the match.

ATTACHMENTS:

Memorandum of Agreement (MOA)
Project Ledger ID Request Form
BAR

FUNDING SOURCE:

NMDOT FTA Section 5310 Transit Funding
Fund Name/Number: Transit 540
Munis Org Name/Number: 5400499
Munis Revenue Object Name/Number: 490550
Munis Expenditure Object Name/Number: 571000 and 572800
Project Ledger Number: PWD2554039

PROCUREMENT METHOD:

This is a Grant Agreement. No procurement required.

FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF SANTA FE** Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 25

City of Santa Fe	Total	Federal	Local
Capital to Subrecipient (80/20) Section 5310 Equipment	\$104,202.30	\$ 83,361.84	\$ 20,840.46
Capital to Subrecipient (80/20) Section 5310 Vehicles	\$563,870.00	\$ 451,096.00	\$ 112,774.00
Total Capital	\$668,072.30	\$ 534,457.84	\$ 133,614.46

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by September 30, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary

Program, Assistance Listing number 20.526. (**Attachment A.**) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.
- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of \$50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.
- G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of \$5,000 or more.
- H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

- I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.
- Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.
- B. **Final Administration and Operating Invoice.** Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.
- C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- D. **Vehicle/ Equipment/ Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at \$50,000 or greater.

- E. **Quarterly Section 5310 Ridership Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.
- F. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- G. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.
- H. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- I. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- J. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- K. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the

Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 - 1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
 3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

33. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.
- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

36. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

37. Clean Water and Air Requirements.

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

38. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

41. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

42. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

45. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

46. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

47. Scope of Agreement.

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

48. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

49. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

50. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section I. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

CITY OF SANTA FE

NMDOT Cabinet Secretary or Designate


Alan Webber, Mayor

Name/Title (please print)

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Signed by:

John Redwell
Deputy General Counsel
C750CEC1625D488...

04/04/25

NMDOT Deputy General Counsel

Date

CITY OF SANTA FE ATTORNEY'S OFFICE:


Kevin L. Nault (Apr 22, 2025 16:38 MDT)

Apr 22, 2025

City of Santa Fe Assistant Attorney

Date

CITY OF SANTA FE ATTEST:

City of Santa Fe City Clerk

Date

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

\$200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Subrecipient's unique entity ID;	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	NM-2024-008
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 03-31-2026
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Capital \$451,096.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Capital \$451,096.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Capital \$451,096.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.513
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Subrecipient's unique entity ID;	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	NM-2019-001
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	7/16/2018
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 03-31-2026
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Capital \$83,361.84
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Capital \$83,361.84
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Capital \$83,361.84
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY18 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.513
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

- a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) Subrecipient implements its Award,
 - (2) Subrecipient undertakes property acquisitions, and
 - (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 10/7/24-REVISED 5/15/25

Project Title: SEC5310 PARATRANSIT VANS VIA NMDOT

Project Type: CIP Grant Internal Tracking

Department: PW-TRANSIT Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 10/15/24 to 3/31/26 Create Fixed Asset

Project ID: PWD2554039

Grant ID: S2537/S2567

Approved By: ERIKA LUJAN
ERIKA LUJAN (May 20, 2025 13:57 MDT)

(Finance Use Only)

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

Funding Source: FTA-2024-008 P/T NMDOT % of Funding: 80/20 LOCAL MATCH: 112774.00

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 451096.00

Funding Source: NM2019-001 % of Funding: 80/20 LOCAL MATCH : 20840.46

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 83361.84

Expense String Phase:

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

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

Phase: VEHICLES,DATA PRC INV EXPT MUNIS ORG: 5400499 MUNIS OBJ: 570950,570800

Grants Only (list all grants if applicable): **PROJECT TOTAL: 668072.30**

Grantor Name: NMDOT P/THRU 2024-008 Awarded Amount: 451096.00

AR Charge Code: 5400499.490150 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: NMDOT P/THRU 2019-001 Awarded Amount: 83361.84

AR Charge Code: 5400499.490150 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

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

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

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

DEPARTMENT / DIVISION NAME Transit / Transit CIP				DATE 5/14/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as positive #}	{enter as negative #}
Vehicles > 1.5 - Bus	5400499	571000	PWD2554039	430,254	
Data Processing Equipment Inventory	5400499	572800	PWD2554039	104,204	
<u>REVENUES</u>				{enter as negative #}	{enter as positive #}
US DOT/FTA - NMDOT 2024-008 and 2019-001	5400499	490550	PWD2554039	(534,458)	

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo
 \$ (0) \$ -

US DOT FTA Grant award for \$534,458 for funding of six paratranist buses, 14 passenger vans, and replace security cameras. Required \$133,614.46 local match is available in operating budget. (Term 08/31/2026)

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

De Alva Calabaza Prepared By <i>(print name)</i> Gabrielle Chavez (May 20, 2025 16:38 MDT) Division Director Regina Wheeler Department Director Signature	5/14/2025 Date	{Use this form for Finance Committee/ City Council agenda items ONLY} CITY COUNCIL APPROVAL City Council Approval Date <input style="width: 80%; height: 20px;" type="text"/> Agenda Item #: <input style="width: 80%; height: 20px;" type="text"/>	 Andy Hopkins Budget Officer Finance Director {≤ \$5,000} City Manager {≤ \$60,000}	Date Date Date
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Log # {Finance use only}:	
Journal # {Finance use only}:	












Memo_MOA Section 5310 FTA \$668K RW ELK

Final Audit Report

2025-05-20

Created:	2025-05-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9zqZc8J4XOfCWIGFck-ezKP4xoNuRO2M

"Memo_MOA Section 5310 FTA \$668K RW ELK" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-20 - 10:21:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature
2025-05-20 - 10:28:34 PM GMT
-  Email viewed by Gabrielle Chavez (gnchavez@santafenm.gov)
2025-05-20 - 10:37:40 PM GMT- IP address: 174.240.18.91
-  Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)
Signature Date: 2025-05-20 - 10:38:11 PM GMT - Time Source: server- IP address: 174.240.18.91
-  Document emailed to rawheeler@santafenm.gov for signature
2025-05-20 - 10:38:13 PM GMT
-  Email viewed by rawheeler@santafenm.gov
2025-05-20 - 10:39:21 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-05-20 - 10:40:07 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-05-20 - 10:40:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-20 - 10:40:10 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-20 - 10:40:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-20 - 10:42:48 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-05-20 - 10:42:48 PM GMT



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Acrobat Sign



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

Date: May 28, 2025

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

From: Kelly Bynon, Administrative Manager; *KAB*
Jimmy Gunn, Interim Airport Director *ig*

VIA: Mark Scott, City Manager

ITEM AND ISSUE:

Request for Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

BACKGROUND AND SUMMARY:

A contract between Vector Airport Systems LLC, and the City of Santa Fe was approved by Governing body on November 8, 2023. Vector’s PLANEPASS Billing and Collections service has been automatically tracking aircraft landing and parking, billing for the fees set by the City under SFCC 1978, Section 3-5, and collecting payments on behalf of the Airport.

The Santa Fe Regional Airport is requesting approval to exercise the annual renewal option as outlined in section five of the original contract with Vector Airport Systems LLC. This renewal option allows the City to renew the contract on an annual basis by mutual agreement. The current term ends on June 30, 2025.

Vector has been a great asset to the collection of revenues at the airport. The data we have for the current Fiscal year (July 1, 2024 – April 30, 2025) shows that Vector has collected \$380,992.72. The Airports portion of those collections is \$296,763.66.

ACTION:

Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

COMMITTEE REVIEW:

Public Works & Utilities: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025



City of Santa Fe, New Mexico

Memorandum



DATE: October 20th, 2023

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

FROM: James Harris, Airport Manager; Kelly Bynon, Administrative Manager *JCH*

ITEM AND ISSUE:

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,320,540 to Increase Landing Fees, Parking Fees, and Service Contracts.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector’s PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately \$1,090,000 per year and that parking fees will generate a further \$603,000 annually, for a estimated total of approximately of \$5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City’s behalf.

This vendor is currently posted as a Sole Source Solicitation on the City of Santa Fe Website and closes on 12/03/2023.

ACTION:

Approve contract between the City of Santa Fe and Vector Airport Systems LLC and Approval of a BAR in the Amount of \$1,320,540.

COMMITTEE REVIEW:

Public Works and Utilities: 11/27/2023

Finance Committee: 12/04/2023

Governing Body: 11/08/2023



City of Santa Fe, New Mexico

V2.2023



SOLE SOURCE REQUEST AND DETERMINATION FORM

This form **must** be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety.

Date: 10/24/2023

Prepared By: Kelly Bynon

Title: Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon

State: VA

Zip Code: 20170

Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost:

Approxiamtely \$1,117,380

Term of Contract:

Three years from award date

Tax is subject to change.

One (1) to Four (4) years from date of award

Sole Source Request Justification Questions 1-3:

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Vector’s PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.

Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.


_____ Date: Nov 1, 2023
Travis Dutton-Leyda, CPO for the City of Santa Fe

Department Approval by:

Layla Archuletta-Maestas
Layla Archuletta-Maestas (Nov 7, 2023 09:15 MDT)
_____ Date: Nov 2, 2023
Layla Archuletta-Maestas for Department Director

James Harris
_____ Date: Nov 1, 2023
James Harris Airport Director

Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.*

_____ Date: _____
Travis Dutton-Leyda, CPO for the City of Santa Fe

Required Attachments:

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),*
- *Quote from sole source Contractor*
- *Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



City of Santa Fe, NM

October 24, 2023

RE: Sole Source for the PLANEPASS® service from Vector Airport Systems

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service.

This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

A handwritten signature in black ink that reads 'William Repole'.

William Repole

Chief Operating Officer, Vector, LLC

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

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

DEPARTMENT / DIVISION NAME Public Works / Airport	DATE 11/15/2023
--	--------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Service Contracts	5456050	510310		372,460	
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Landing Fees	5456050	430500		(1,090,000)	
Parking Fees	5456050	430550		(603,000)	

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

\$ (1,320,540)	\$ -
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Contract with Vector Airport Services for the use of their Plane Pass system that automatically collects Aircraft landing fees and parking fees. Estimated revenues are an additional \$1,090,000 per year for parking fees and \$603,000 per year for parking fees. Vector Services will take 22% of revenues collected PRIOR to sending revenue earned to the airport. Expenditure accounts will not be used for payment of this contract. This BAR is for accounting purposes to account for the inflow and outflow of expected money.

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

Kelly Bynon <small>Prepared By {print name}</small>	11/15/2023 <small>Date</small>	{Use this form for Finance Committee/ City Council agenda items ONLY}	<u>Andy Hopkins</u> <small>Andy Hopkins (Nov 16, 2023 16:54 MST)</small>	Nov 16, 2023 <small>Date</small>
<u>James Harris</u> <small>Division Director Signature {optional}</small>	Nov 16, 2023 <small>Date</small>	CITY COUNCIL APPROVAL	Budget Officer <u>Emily K. Oster</u> <small>Emily K. Oster (Nov 16, 2023 17:42 MST)</small>	Nov 16, 2023 <small>Date</small>
<u>Layla Archuletta-Maestas</u> <small>Layla Archuletta-Maestas (Nov 16, 2023 15:51 MST)</small>	Nov 16, 2023 <small>Date</small>	City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Finance Director {≤ \$5,000}	<small>Date</small>
Department Director Signature	<small>Date</small>		City Manager {≤ \$60,000}	<small>Date</small>

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC**, herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

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

2. **Scope of Work**

A. The Contractor shall perform billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately \$1,090,000.00 per year, and parking fees will generate a further \$603,000. The total compensation under this Agreement shall not exceed \$1,341,000.00

4. **Payment Provisions**

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

- A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10th business day.
- B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

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

6. **City Obligations**

6.1. City Obligations - General: City shall be obligated to use its best efforts to perform or provide the following:

- 6.1.1. **Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
- 6.1.2. **Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.
- 6.1.3. **Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

6.2. City Obligations - *PLANEPASS*®

- 6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*® financial reports and interfacing with Contractor's *PLANEPASS*® team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.
- 6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to datainput@vector-us.com.
- 6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.
- 6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
- 6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the

appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to datainput@vector-us.com at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Bill” letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Collect” letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the “Authority to Bill & Collect” letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor’s secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>. The portal* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

7. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, except as stated in Paragraph 6.2.4, if the Contractor fails to

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

8. Termination

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the breaching Party does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

9. **Amendment**

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

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

10. **Status of Contractor**

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

11. **Assignment**

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

12. **Subcontracting**

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

13. **Non-Collusion**

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

15. **Commercial Warranty**

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

17. **Records and Audit**

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

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

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

20. **Confidentiality**

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

21. **Conflict of Interest**

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

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

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

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

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

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

23. **Scope of Agreement; Merger**

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

24. **Notice**

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

25. **Equal Opportunity Compliance**

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

26. **Indemnification**

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

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

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

29. **Limitation of Liability**

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

30. **Incorporation by Reference and Precedence**

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

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

31. **Workers' Compensation**

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

32. **Inspection**

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

33. **Inspection of Services**

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

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

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

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

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

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

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

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

34. **Insurance**

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be 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.

35. **Impracticality of Performance**

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

36. **Invalid Term or Condition**

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

37. **Enforcement of Agreement**

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

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

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright 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 of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

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

39. **Survival**

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

40. **Disclosure Regarding Responsibility**

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

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

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

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

requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

41. **Notification**

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

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

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

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR: Vector Airport Systems



ALAN WEBBER, MAYOR



PETER COLETON, PRESIDENT

DATE: Dec 20, 2023

DATE: _____

CRS# _____

Registration # _____

ATTEST:



Geralyn Cardenas (Dec 21, 2023 11:52 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/23 XIV

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Oct 13, 2023 16:53 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Dec 20, 2023 15:26 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.430500

5450407.430550 AH
AH

Org./Object

EXHIBIT A - Scope of Work (“WORK”)

Contractor shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
 - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
 - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor’s fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.
 - 1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
 - 1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City’s existing billing rate and policies. Provide electronic access to Contractor’s Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
 - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
 - 1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
 - 1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
 - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
 - 1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10th business day.
 - 1.9. Provide ongoing client and user support.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal* allows aircraft operators to:**

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

- *Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,



JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Airport Name (“CODE”). Vector is authorized to collect balances due on the Airport’s behalf.

Airport Name (“CODE”) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. How To Pay: Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal: <https://payment.planepass.com>

II. Billing Concerns & Account Management with Activity Details:

Vector’s *PLANEPASS*® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport CODE are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office at [insert email] and [phone number].

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one.]



JOHN MARK
CEO



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): _____

Contractor: Vector Airport Systems LLC

Procurement Method: *Small Purchase* *RFP* *ITB* *Sole Source* *GSA* *Cooperative* *Exempt*

Description/Title: General Services Contract with Vectlopr Airport Systems LLC

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: \$5,079,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

This contract will generate approximately \$5,079,000 over three years at current levels of traffic. The City of Santa Fe will pay Vector 22% of aircraft landing and parking fees that Vector collected on the city's behalf.

3. Procurement History: sole source SS Must be posted for 30 days before the contract is valid.

[Signature] Purchasing Officer Review: _____ Date: Nov 1, 2023

Comment & Exceptions: _____

4. Funding Source: Parking Fees and Landing Fees collection from Vector Org / Object: 5450407/430500 / 430550 (Revenue)

Andy Hopkins Budget Officer Approval: _____ Date: Nov 1, 2023
Andy Hopkins (Nov 1 2023 18:06 MDT)

Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ Date _____

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk: _____ Email: kabynon@santafenm.gov

Clerk # _____
Date of Execution: _____

[Signature] ITT Director _____ Nov 1, 2023
Signature of ITT Representative Title Date

ITT Representative (attesting that all information is reviewed)



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Airport Staff Name Kelly Bynon

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- 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:

<u>Kelly Bynon</u>	<u>Administrative Manager</u>	<u>10/24/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	CPO	Nov 1, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
	ITT Director	Nov 1, 2023
ITT Representative (attesting that all information is reviewed)	Title	Date

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

Signature: 

Email: jgunn@santafenm.gov







GB_LANDING FEE RENEWAL_VECTOR

Final Audit Report

2025-05-29

Created:	2025-05-28
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ1R5cQh61xIS_LTqo7dpcM1rHLu_uL_c

"GB_LANDING FEE RENEWAL_VECTOR" History

-  Document created by Kelly Bynon (kabynon@santafenm.gov)
2025-05-28 - 10:22:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to jdgunn@santafenm.gov for signature
2025-05-28 - 10:25:10 PM GMT
-  Email viewed by jdgunn@santafenm.gov
2025-05-29 - 1:54:49 PM GMT- IP address: 63.232.20.2
-  Signer jdgunn@santafenm.gov entered name at signing as Jimmy Gunn
2025-05-29 - 1:56:18 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Jimmy Gunn (jdgunn@santafenm.gov)
Signature Date: 2025-05-29 - 1:56:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-05-29 - 1:56:20 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: May 28, 2025

TO: Governing Body
Finance Committee

VIA: Brian Moya, Fire Chief

FROM: Scott Ouder Kirk, Assistant Fire Chief - Operations

ITEM AND ISSUE:

Request for approval of Amendment 1 - Whole Agreement – July 1, 2024 – June 30, 2027, between the City of Santa Fe and the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059. (Scott Ouder Kirk, Assistant Chief of Operations; (505) 955-3121; slouderkirk@santafenm.gov; Charles Gonzales, IAFF Union President – Local 2059; cmgonzales@santafenm.gov).

BACKGROUND AND SUMMARY:

The City of Santa Fe and the Union entered into a Collective Bargaining Agreement (CBA) effective July 1, 2025, through June 30, 2026. The only financial adjustment negotiated in this CBA was a 3% Cost of Living Adjustment (COLA).

Minimum staffing changes outlined in the agreement include the addition of one (1) additional ambulance (Med 44), one (1) brush truck (Brush 7), and one (1) Engineer position per shift. Additionally, two (2) Deputy Fire Marshal positions were created within the Fire Marshal's Office, classified at Pay Grade of F107.

The agreement also formalized the addition of Adjunct Instructors and removed the Critical Care Paramedic article, which had not been utilized or sought after in recent years. Several other changes were made to improve grammar and enhance clarity within our contract for improved operational effectiveness.

This agreement shall remain in full force and effect until June 30, 2027. Negotiations for Section III of the Agreement shall begin no later than October 1, 2025, for fiscal year 2025-2026, and no later than October 1, 2026, for fiscal year 2026-2027. Each negotiation cycle must be completed on or before December 31 of each respective year.

In addition, each party may open up to three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon the mutual agreement of both parties. Negotiations for a subsequent agreement shall begin no later than October 1, 2027, and be complete on or before December 31, 2027.

ACTION REQUESTED:

Respectfully requesting approval of Amendment 1 – Whole Agreement to the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059 Collective Bargaining Agreement, covering the period from July 1, 2025, through June 30, 2027 in its entirety.

**AMENDMENT NO. 1
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND LOCAL 2059 CITY OF SANTA FE FIRE
DEPARTMENT EMPLOYEES, OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

THIS AMENDMENT is made and entered into as of this 25th day of June by and between the City of Santa Fe, a political subdivision of the State of New Mexico (hereinafter referred to as “the City”) and Local 2059 City of Santa Fe Fire Department Employees of the International Association of Fire Fighters (IAFF) (herein referred to as “the Union”).

WHEREAS, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2024, through June 30, 2027, and

WHEREAS, the Collective Bargaining Agreement allows for Negotiations of Section III of the Agreement to begin no later than October 1, 2024, with each party to open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties; and

WHEREAS the Governing Body approved a budget allocation for fiscal year 2026 for IAFF Local 2059 negotiations of an amount equivalent to a 3% salary increase for IAFF Local 2059 bargaining unit employees earning less than \$100,000 annually and a 1% salary increase for IAFF Local 2059 bargaining unit employees earning \$100,000 or more annually; and

WHEREAS, fiscal year 2026 budget allocation for IAFF Local 2059 negotiations is available the first full pay period in July 2025; and

WHEREAS, both parties agree that IAFF Local 2059 employees should receive the allocated 3% or 1% salary increase for FY2026 effective July 5th, 2025; and

WHEREAS, both parties agree that IAFF Local 2059 shall adopt the position of Deputy Fire Marshal into the IAFF Local 2059 union effective July 5th, 2025; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 210-STAFFING LEVELS

In order to ensure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:

The minimum staffing shall be Thirty-Nine (39) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed to the Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.
2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-

allocated from the brush truck first, then the Heavy Rescue.

- 3- Staffing of additional apparatus will only take place if forty-one (41) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:

Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:

Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain, Lieutenant, Engineer, or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:

Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Hazardous Materials:

Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:

The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's Part 139 requirements.

Type 6 Engine:

Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:

Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Brush Truck:

The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Thirty-nine (39), prior to 2200 hrs., the BC may outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty-nine (39) as outlined in Article 330.

ARTICLE 215 – ARFF

ARFF (Aircraft Rescue and Fire Fighting) certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One (1) Captain, one (1) Engineer, two (2) shift engineers, two (2) Lieutenants, and three (3) Firefighters with 3 years of service or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with three (3) years of service or greater may volunteer to be made ARFF active. If more than 9 members volunteer, then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.
2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following will apply:
 - a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage, volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based upon seniority, with no more than one (from all three positions combined) allowed per shift.
 - b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.
3. If no volunteers are found, then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 231 - ADJUNCT INSTRUCTOR

Adjunct Instructors may be utilized for the following but not limited to: Firefighter Academies, Lateral Firefighter Academies, Promotion Classes, Hazmat Classes, EMS Classes, New Equipment Introduction, Specialized Trainings.

Adjunct Instructors shall be selected by the Training Officer. Any member interested in becoming an adjunct instructor shall submit a letter of interest to the Training Officer. The list shall be submitted to the Fire Chief for approval.

- Adjunct Instructors with potential to be the lead instructor shall have IFSAC Instructor I (2027 on) and meet the requirements for the job classification in which they are instructing.
- The Training Officer shall select the Adjunct Instructor for each assignment.
- Adjunct Instructors shall reserve the right to turn down an assignment requested by the Training Officer.
- The Training Officer shall have the right to remove any Adjunct Instructor from the list.
- In exigent circumstances where an Adjunct Instructor cannot be furnished from the list, the Training Officer reserves the right to ask any qualified personnel to fulfill the duties of Adjunct Instructor.

Adjunct Instructors may be utilized for the duration of the assignment.

ARTICLE 232-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working non-twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 72 hours per calendar year.
- 01-05 years of service - 97 hours per calendar year.
- 05-10 years of service - 112 hours per calendar year.
- 10-15 years of service - 128 hours per calendar year.
- 15-20 years of service - 144 hours per calendar year.
- 20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 134 hours per calendar year.
- 01-05 years of service - 156 hours per calendar year.
- 05-10 years of service - 182 hours per calendar year.
- 10-15 years of service - 208 hours per calendar year.
- 15-20 years of service - 234 hours per calendar year.
- 20+ years of service - 260 hours per calendar year.

All personnel are recommended to have the following hours saved in their personal sick leave accruals:

1. Non-twenty-four (24) hours shift employees – 80 Hours
2. Twenty-four (24) hours shift employees – 96 Hours

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee/s immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment, or death.

If an employee has used sick leave for any other reason not defined by the city Rules and Regulations 13.30C, disciplinary action may be taken in accordance with Article 202, Discipline/ Corrective Action and Discharge.

Use of Sick Leave

A Twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning using the following guidelines:

1. Employees who request sick leave, using Telestaff, shall place themselves on sick leave from 0800-1600 (8-hour block), 0800-2000 (12-hour block), or from 0800-0800 (48-hour block). If the employee will be at work on the second day, they must have a verbal conversation with the on-duty Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave.
2. Employees who are not on duty the first Twenty-four (24) hour shift of the tour for any other reason and wishes to request sick leave for the second Twenty-four (24) hour shift of the tour shall have a verbal conversation with the on-duty Battalion Chief(s) prior to 0700 of the first shift.
3. In the event the on-duty Battalion Chief(s) cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot be reached, the employee will contact the Assistant Chief of Operations.

Sick leave changes will be noted on Telestaff within the hour.

A non-twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of the city's timekeeping/ payroll system and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift using the following guidelines:

1. Any employee shall request sick leave by either use of Kronos and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift.
2. In the event the employee's Direct Supervisor cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot reach, the employee will contact the Assistant Chief of Support Services.

Sick leave changes will be noted on the city's timekeeping/ payroll system within the hour.

Any employee wishing to provide a physicians' statement can do so. This physicians' statement shall be turned into the Health and Safety Officer and kept in the employee's confidential file. Details of the physicians' statement shall not be discussed with anyone other than the employee and the Health and Safety Officer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which their years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

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

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal working hours.

Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed, or January 1 of that year, whichever comes first. Educational Leave shall be approved on

a first-come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 - Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/Personal Holiday Time Use" headings:

The Employer shall ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave.

Employees who enroll in such classes are required to have such proof available prior to requesting Educational Leave.

ARTICLE 314-HONOR GUARD/ PIPES & DRUMS

The Employer shall grant on-duty Honor Guard and/or Pipes & Drums members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed eight (8) off per day. The Fire Chief may increase the number of members off at their discretion.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of the modified SFFD Pipes & Drums Class-A uniform to members of the Pipes & Drums band participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard and/or Pipes & Drums if available.

Any member working overtime for a member of the Honor Guard and/or Pipes & Drums shall be compensated for a minimum of four (4) hours.

ARTICLE 335-FIRE INSPECTORS DEPUTY FIRE MARSHALS STANDBY COMPENSATION

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector or Deputy Fire Marshal assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors or Deputy Fire Marshals who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours' pay.

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors or Deputy Fire Marshals who are scheduled to work Twenty-four (24) hour shifts.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall be due to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

Years of Service: 1

- Current Position: Firefighter Trainee
- Requirements:
 - Cadet academy and probation

- Completed FFI Task Book
- **Testing Process:** Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- **Years of Service (In Current Position):** 2 (1)
- **Current Position:** Firefighter I
- **Requirements:** No further requirements.
- **Testing Process:** There shall be no testing process.

Paramedic I

- **Years of Service:** 2
- **Current Position:**
 - If being hired as a licensed Paramedic: Firefighter Trainee
 - To be eligible for Paramedic School: Firefighter II and hold an AEMT License
- **Requirements:**
 - NM Paramedic License
 - Firefighter I requirements
 - Completed Paramedic Position Task Book: Task Book shall be opened a minimum of eight (8) months prior to testing, with continuous work done up until testing for Paramedic School.
- **Testing Process:**
 - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
 - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- **Qualifications for position:** Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.
- **In Exigent circumstances (i.e. Paramedic shortage), the “year of service” requirement may be reduced to one (1) year with approval from the LMC through a MOU.**

Paramedic II

- Years of Service (In Current Position): 5 (3)
- Years of Service for members hired as Paramedic Firefighter Trainee (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
 - Rescue Operations
 - IFSAC Fire Apparatus: Driver (2026 on)
 - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
 - Confined Space Technician
 - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - Completed Engineer Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete an Engineer Mentorship before working in the promoted position.

Engineer

- Years of Service: 4

- **Current Position: Shift Engineer**
- **Requirements for testing: No further requirements.**
- **Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.**

Inspector I

- **Years of Service: 4**
- **Requirements: No further requirements.**
- **Current Position: Any recognized position.**
- **Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.**
- **Qualification for position: Candidates shall successfully complete the following within six (6) months:**
 - **IFSAC Fire Inspector**
 - **Apply for ICC Inspector I**
- **Qualification for Position: Candidates shall successfully complete the following within one (1) year:**
 - **Fire Origin & Cause**
 - **IFSAC Fire Investigator**

Inspector II

- **Years of Service {In Current Position}: 4 ½ (½)**
- **Current Position: Inspector I**
- **Requirements:**
 - **IFSAC Instructor I**
- **Testing Process: There shall be no testing process.**
- **Qualification for position: Candidates shall successfully complete the following within one (1) year:**
 - **ICC Fire Inspector II**

Deputy Fire Marshal

- **Years of Service (In Current Position): 8 (2)**
- **Current Position: Inspector II**
- **Requirements for Testing:**
 - **IFSAC Fire Officer I (2026 on)**

- Individuals promoted in 2025 shall obtain Fire Officer I before 2027
- Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
- Q0426 – Intro to Fire and EMS Supervision and Management
- Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - ICC Certified Fire Plans Examiner

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
 - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Intro to Fire and EMS Supervision and Management
 - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - Rescue Operations
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - IFSAC Instructor I
 - IFSAC Company Officer I
 - Completed Lieutenant Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Company Officer Mentorship before working in the promoted position.
- Qualifications for position: Candidates shall successfully completed the following within one (1) year:

- FAA ARFF Active
- ICS 300

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
 - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation and an interview/ review panel.

Training Captain

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.
- Requirements for testing:
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Intro to Fire and EMS Supervision and Management
 - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - Rescue Operations
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - IFSAC Instructor I
 - IFSAC Company Officer I
 - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - IFSAC Instructor II
 - FDSOA Incident Safety Officer (2026 on)

Health and Safety Captain

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Introduction to Fire and EMS Supervision and Management
 - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - IFSAC Instructor I
 - IFSAC Company Officer I
 - Rescue Operations
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - IFSAC Instructor II
 - FDSOA Incident Safety Officer

EMS Captain

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 - Introduction to Fire and EMS Supervision and Management
 - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - IFSAC Fire Apparatus: Driver (2027 on)
 - IFSAC Fire Apparatus: Pumper (2027 on)
 - IFSAC Instructor I
 - IFSAC Company Officer I

- **Testing Process:** Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- **Qualifications for position:** Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - FDSOA Incident Safety Officer
 - Must obtain and maintain FP-C or CCP-C
 - Must obtain and maintain BLS, ACLS, and PALS Provider or Instructor card

SECTION 2 PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Six (6) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, “in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days’ notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor. ALL testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Interview/ Review Panel

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File and Personnel File located at Fire Station #1.

Passing Score

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility Pool

All candidates who pass the required promotional testing shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, or from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) have been filled.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

Promotions

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion and factors such as leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy as long as the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or expired, the Fire Chief shall conduct a new testing process.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the city.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the city.

Feedback

Candidates shall be given the opportunity to review the following from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

**ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL
YEAR 2025/2026)**

All bargaining unit members shall receive a three percent (3%) salary increase to their base salary effective the first full pay period of July 2025.

**ARTICLE 370 PAY – PLAN
TO BE UPDATED AND ADDED BY HR.**

All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced, or amended by Amendment No. ___ shall remain in full force and effect.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this _____.

Alan Webber, Mayor

Date

Emily Oster, Finance Director

Date

ATTEST:

Geralyn Cardenas, City Clerk

Date

APPROVED AS TO FORM:

christopher W. Ryan
christopher W. Ryan (Jun 2, 2025 18:09 MDT)
Chris Ryan, Assistant City Attorney

06/02/2025
Date

Santa Fe Firefighters Association – IAFF Local 2059

Charles Gonzales
Charles Gonzales (Jun 3, 2025 09:12 MDT)
Charles Gonzales, President

06/03/2025
Date

Derrek Cowell
Derrek Cowell (Jun 3, 2025 09:11 MDT)
Derek Cowell, Secretary

06/03/2025
Date

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE FIREFIGHTERS ASSOCIATION

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS - LOCAL 2059**



**Whole Agreement in Effect
July 1, 2024, through June 30, 2027
Year Number 2 of Whole Agreement**

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SECTION 1

ARTICLE 101 - PREAMBLE

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto Believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

ARTICLE 102-RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

ARTICLE 103 - RULES AND REGULATIONS

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.
2. Job specifications that cover classified positions represented by the Union.
3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

ARTICLE 104 - EXISTING CONDITIONS

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

ARTICLE 105 PROBATIONARY PERIOD

The probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work-related performance or work-related injury.

ARTICLE 110-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

ARTICLE 111-UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of our membership in the Union.

ARTICLE 112-UNION BUSINESS

Union Officers

Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

- Business regarding the administration of this Agreement
- Meetings of/with the City of Santa Fe
- Union General Meetings
- Executive Board Meetings
- Political Activity
- Honor Guard Events

Officers shall be restricted to a total of six hundred twenty-four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through Telestaff or direct contact with an on-duty Battalion Chief as far in advance as possible, and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

Negotiations

Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

- On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.
- Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.
- No more than five (5) members of the Union negotiating team shall be released from duty or compensated for anyone negotiating session.

Disciplinary and Grievance Proceedings

Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

LMC and LMC Sub-committees

Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

ARTICLE 115-UNION USE OF CITY FACILITIES

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

ARTICLE 116-BULLETIN BOARD SPACE

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT

Twenty-five (25) documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. Additionally, the Employer shall make available the entirety of this Agreement in a digital form which shall be distributed to each bargaining member within the Union.

When necessary, the Employer shall arrange for a special printing of this Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

ARTICLE 120-DUES DEDUCTION

The Employer agrees to deduct biweekly (26 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

ARTICLE 125-MANAGEMENT RIGHTS

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

1. Direct employees and evaluate their performance.
2. Determine the location and operation of its facilities.
3. Determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions.
4. Determine scheduling necessary to carry out the Employer's functions.
5. Relieve an employee from duties because of a reduction in force or for just cause.
6. Determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

ARTICLE 130-EMERGENCY EMPLOYEE

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee may be converted to a classified employee within ninety (90) calendar days.

ARTICLE 131-CONTRACTING OUT

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

- A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.
- B. This language excludes non-recurring professional services contracts for less than \$25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

ARTICLE 132-STRIKE

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10- 7E-21]).

ARTICLE 133-VOLUNTEERS

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

ARTICLE 134-LAYOFF

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks in advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

ARTICLE 135-RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire. Classroom training deemed required/necessary by the Employer and this agreement before returning to active status will be compensated at the recalled employee's projected rate as stated in Article 370.

ARTICLE 136-RETIREE REHIRE

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

ARTICLE 140-SUCCESSORS

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 141-SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected. If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 143-DOMESTIC PARTNERSHIP

The definition of a domestic partner shall be referenced to Policy Number 2500-5-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement. The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

ARTICLE 150-DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect until June 30, 2027.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2024, for fiscal year 2024-2025, and no later than October 1, 2025, for fiscal year 2025-2026 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2026, and be complete on or before December 31, 2026.

Any provision of this Agreement between the City of Santa Fe and the Santa Fe Firefighters Association that requires the expenditure of funds is contingent upon the specific appropriation of funds by the Governing Body and upon the availability of funds.

SECTION II

ARTICLE 201-GRIEVANCE PROCEDURE

Grievances shall be limited to alleged contractual violations or misapplication or misinterpretation of any provisions of this Agreement.

Informal Resolution

The parties are encouraged to resolve matters at the lowest possible level prior to escalating a grievance through the formal grievance procedure. The matter may be brought to the LMC prior to resorting to the following resolution steps.

Formal Resolution

Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement, or the Union as the exclusive representative.

An individual employee may not invoke or file a grievance under this article.

All formal grievances shall be filed in writing and shall contain the following:

1. The name and classification of the affected employee
2. The date and time the alleged incident or violation took place
3. A clear and concise statement of the grievance
4. The specific section or sections of this Agreement the affected Member contests have been violated
5. The specific section or sections of this Agreement the Union contests have been violated
6. The relief sought

Step 1:

If a mutually agreed upon solution is not reached through informal resolution, the Union may submit a formal grievance to the Fire Chief within ten (10) business days. The Fire Chief shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2.

If the Fire Chief determines that a grievance has been filed in response to an alleged violation, misapplication, or misinterpretation of this agreement by Management outside of the Fire Department, the Fire Chief shall forward the grievance to the City Manager and the process shall immediately move to Step 2.

Step 2:

The grievance may be filed with the City Manager within ten (10) business days after the time for response from the Fire Chief. The Union shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union (but not by the individual employee) as per Article 203 within twenty (20) business days after the time for response of the City Manager.

Miscellaneous

Once a grievance has progressed to Step 2, recording devices may be used by either party participating in a grievance proceeding provided the other party has been given written notification three (3) business days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

If the Employer fails to respond within the designated time limits, the grievance shall move to the next step in the grievance process. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at the member's own cost.

A grievance may be withdrawn by the Union at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the ability to grieve of grievances.

ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

Discipline/Corrective Action or discharge shall only be for just cause. All disciplines shall be held in the strictest confidence.

The primary purpose of this is to train or correct performance or behavior that is below standards or that is contrary to the Employer's legitimate interests.

Discipline/Corrective Action shall be progressive and will consider the following courses of action: A. Informal Counseling:

- A. supervisor may initiate an informal counseling session at their discretion. Any written communications shall be kept between the supervisor and the employee and will detail both the infraction and the recommended remedial actions. These may be material in any subsequent Disciplinary/ Corrective Actions involving the employee.
- B. Oral Reprimand
- C. Written Reprimand
- D. Suspension
- E. Disciplinary Demotion
- F. Termination

Because of the serious nature of some infractions, a more severe form of discipline, including dismissal, may be appropriate without first having imposed a less severe form of discipline.

Informal Investigations

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten (10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.
3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he/she is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.
4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.
5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.
6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Fire Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.

7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days
8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.
9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.
10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the City Manager's action shall be final and binding on the employee.

If the Employer fails to respond within the designated time limits, the action shall become null and void.

Disciplinary Actions:

Oral Reprimand – A record shall be kept in the employee's file at Fire Department Headquarters for not less than three (3) months. Oral reprimands may be removed via memo to the Fire Chief.

All other disciplinary actions shall become a part of the Employee's official personnel record. Disciplinary actions may be removed by the employee if the employee requests their removal in writing to the Human Resources Director via the Fire Chief as follows:

1. Written reprimands Not less than six (6) months
2. Suspensions Not less than twenty-four (24) months

3. Disciplinary demotions Shall remain in the employee's file as long as they are employed by the Santa Fe Fire Department

If an employee receives an additional official disciplinary action during the above-specified time frame, the initial disciplinary action shall be held in the personnel file of the employee no longer than the length of time the most current disciplinary action is held.

Miscellaneous:

- A. If the initiating party is the Fire Chief, following the informal investigation meeting, the recommended action and the appeal will go directly to the City Manager.
- B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties if extenuating circumstances exist.
- C. If an appeal has been filed with the City Manager, recording devices may be used by either party participating in the disciplinary process provided the other party has been given written notification three (3) days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

ARTICLE 203-ARBITRATION PROCEDURE

Disputes between the Union and the Employer arising from a grievance, an appeal of disciplinary action, or the declaration of impasse in the negotiation of this Agreement may be submitted to final and binding arbitration in order to reach a resolution.

To request arbitration for a grievance, as per Article 201, or the appeal of disciplinary actions, as per Article 202, the Union shall serve a written demand for arbitration upon the Employer within twenty (20) business days from the time of response from the City Manager.

To request arbitration to resolve negotiations at impasse, either party shall serve a written demand for arbitration upon the other no more than fifteen (15) business days following the declaration of impasse.

No more than five (5) business days after receiving or issuing the written demand for arbitration, the Employer shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

The parties will confer to select the arbitrator no more than five (5) business days after a list of arbitrators has been received. The selection shall be made by the Union and the Employer alternately eliminating names. The parties shall flip a coin to determine who shall strike the first name. The last name remaining shall be the arbitrator. If either party fails or refuses to strike a name from the list, the other party may request that the FMCS, or the AAA unilaterally appoint an arbitrator to hear the matter.

Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

If the arbitrator rules in favor of the Union, the Employer shall pay the arbitrator's fees and expenses. If the arbitrator rules in favor of the Employer, the Union shall pay the arbitrator's fees and expenses. If the arbitrator's ruling does not clearly support the position of either party, both parties shall pay one-half of the arbitrator's fees and expenses.

The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or an award of attorney's fees.

In an arbitration involving the appeal of a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In an arbitration where the Union alleges a contractual violation or dispute over a working

condition, the Union shall have the burden of proof by a preponderance of the evidence.

In an arbitration to resolve the declaration of impasse in negotiating this Agreement, either party may require that the issue first be mediated prior to submitting it to final and binding arbitration.

ARTICLE 210-STAFFING LEVELS

In order to ensure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:

The minimum staffing shall be Thirty-Nine (39) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed to the Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.

2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-allocated from the brush truck first, then the Heavy Rescue.
3. Staffing of additional apparatus will only take place if forty-one (41) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:

Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:

Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain, Lieutenant, Engineer, or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:

Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Hazardous Materials:

Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:

The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's Part 139 requirements.

Type 6 Engine:

Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:

Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Brush Truck:

The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Thirty-nine (39), prior to 2200 hrs., the BC may outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty-nine (39) as outlined in Article 330.

ARTICLE 211-SHIFT ENGINEERS

Two (2) Shift Engineers will be assigned per shift. Shift Engineers will be assigned to fill in for station Engineers who are not at work in their respective assignment for any reason. When a station Engineer assignment is unmanned, a Shift Engineer assigned to the affected shift will fill it before other Engineers are used. A Shift Engineer may be utilized in other positions according to qualifications and licensure when no station Engineer assignments need to be filled. Shift Engineers will be utilized based on the order of promotion on their shift.

Shift Engineers may be offered overtime or be ordered to work in accordance with Article 330 - Overtime.

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted. If a Shift Engineer is offered a permanent station engineer assignment and declines, the individual will move to the bottom of the list.

Shift Engineers are not eligible for a permanent station assignment based on shift bidding or seniority.

ARTICLE 212-LIEUTENANTS

Two (2) Lieutenants will be assigned per shift. Upon promotion, Lieutenants shall be assigned to a Captain until they have successfully completed a mentorship period. Until such time, they shall not be utilized as a Company Officer.

Once a Lieutenant has successfully completed their mentorship, they shall be assigned to fill in for station Captains who are not at work in their respective assignment for any reason. When a station Captain assignment is unstaffed, a Lieutenant assigned to the affected shift will fill it before Company Officers from

other shifts are utilized.

It is the Battalion Chiefs' responsibility to ensure that the qualified Lieutenants on their respective shifts have an equal number of opportunities to fill unstaffed station Captain assignments. Such opportunities shall be offered to each Lieutenant on a rotating basis and shall not regularly exceed forty-eight (48) hours. (* See note at the end of this Article).

Battalion Chiefs shall offer on-duty Lieutenants the opportunity to fill all unstaffed station Captain assignments according to their place in the rotation prior to hiring overtime to fill the assignment(s) or utilizing a qualified-on duty Lieutenant to fill an unstaffed assignment.

On-duty Lieutenants who are not assigned to fill in for a station Captain may only be utilized in firefighter assignments.

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered into work in accordance with Article 330 Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 Shift Trades.

*Note: Lieutenants may fill an unstaffed Captain assignment for more than forty-eight (48) hours in those instances where the respective assignment is scheduled to remain unstaffed for a period of ten (10) consecutive shifts or more (e.g., when the Captain is on FMLA, Military Leave, etc.).

Battalion Chiefs shall make every effort to ensure that the Lieutenants on the affected shift are given an equal amount of time filling the unstaffed assignment.

ARTICLE 213 SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts within their own classification. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, Fire Inspector I and Fire Inspector II shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be one of the following:

- Funeral Leave, outlined in Article 310
- Job-related injury
- A legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal

ARTICLE 214 - SHIFT AND STATION TRANSFERS

Section 1 - Station Trade

If two employees of the same classification mutually agree in writing to a station trade, the employer will grant such a request unless it is not deemed to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees. Employees on different shifts shall be allowed to request a station trade. The trade shall be in force for not less than one (1) year from the date it becomes effective.

Section 2 - Shift Change

Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Battalion Chief. Such changes will be implemented based on seniority and by job classification. For this section, FF I and FF II shall be treated as one classification. Any new assignment shall remain in effect for not less than two (2) years. The two-year limit does not apply to involuntary reassignment. Reasons for reassignment shall be documented in writing and forwarded to the employees.

Section 3 - New Fire Station/Station Vacancy

In the event a new fire station or station vacancy is opened, each assignment at that station shall be offered to all members and assigned in order of classification and seniority. This section does not apply to the remodeling or replacement of existing

stations.

Section 4 - Involuntary Reassignment

Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

Section 5 On-Call Trade

If two Fire Inspectors mutually agree in writing, i.e.: a memo, to an on-call trade, the employer will grant such a request unless it is not deemed to be in the best interest of the department. The on-call trade will be initiated by the inspector requesting time off. Final approval rests with the Fire Marshal or their designee.

ARTICLE 215 – ARFF

ARFF (Aircraft Rescue and Fire Fighting) certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One (1) Captain, one (1) Engineer, two (2) shift engineers, two (2) Lieutenants, and three (3) Firefighters with 3 years of service or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with three (3) years of service or greater may volunteer to be made ARFF active. If more than 9 members volunteer, then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.
2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following will apply:
 - a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage, volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based

upon seniority, with no more than one (from all three positions combined) allowed per shift.

- b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.
3. If no volunteers are found, then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 216 – HAZARDOUS MATERIALS TECHNICIANS

The Hazardous Materials (henceforth known as HazMat) Team shall consist of a maximum of twenty (20) personnel.

Vacancies shall be posted by the Training Division by January 14th of each Calander year, and testing/ interviews shall be completed within thirty (30) days of posting. Interviews shall be conducted by the HazMat Team Chief Liaison, HazMat Team Lead, and a minimum of one (1) HazMat Active Team Member.

Hazardous Materials Technician is not a classified position as per Article 340 – Promotional Policy.

Qualifications for Position

Personnel are considered to be HazMat Active upon successful completion of:

- HazMat Team Interviews/ Selection
- IFSAC HazMat Awareness & Operations
- HazMat Chemistry
- IFSAC HazMat Technician
- SFFD HazMat Task Book

Continued Education

HazMat Active personnel are required to maintain a minimum of thirty (30) hours of in-person training annually, twenty (20) of which must be completed via in-house training with the SFFD HazMat team.

The HazMat Team Lead shall post a training schedule by January 1st of each year. In-house training shall offer a minimum of fifty (50) hours of available training. The HazMat Team Lead shall be responsible for verifying and logging annual training hours.

Additional hours may be obtained via classes, seminars, conferences, and other educational opportunities deemed appropriate by Haz Mat Team Lead and HazMat Chief Liaison.

- Technicians attending out-of-state conferences shall receive six (6) hours of training for each day of attendance.

If the HazMat Active employee does not complete the required training hours by December 31st of each year, they shall forfeit their position on the HazMat Active roster.

Staffing

HazMat7 shall be staffed at Battalion Chief discretion and shall not be staffed by less than two (2) Haz Mat Technicians.

ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) consisting of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be appointed by the Union. The Committee shall meet at the request of either party, or at least quarterly. The party requesting a meeting shall present a written agenda to each member at least five (5) business days prior to the meeting.

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement
4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department.

LMC Sub-Committees

LMC sub-committees shall meet to discuss and formulate recommendations to LMC as deemed by the committee to be in the best interests of the department. Sub-committees shall include, but not be limited to, the following:

- Health and Safety (See Article 221)
- Standard Operating Procedures
- EMS

LMC sub-committees shall submit recommendations to LMC for review. LMC shall make any such recommendations available to the Union membership and the Employer. Recommendations agreed upon in LMC shall be implemented by an MOU where appropriate.

The Employer shall notify LMC and/or a designated Union representative prior to creating committees or sub-committees that affect union members.

Memorandum of Understanding (MOU)

Both the Union and Management shall make a good faith effort to address and resolve areas of mutual concern through a formal MOU whenever prudent and/or appropriate. MOUs shall detail the nature and intent of the understanding and/or mutual agreement between both parties.

Any MOU must be signed by both the Fire Chief and the Union President (or their respective designee) to be valid.

A valid MOU is required in order for any of the following to occur:

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that affect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.
4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less

than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

Both parties shall consider any MOU's amending articles of this Agreement as a formal proposal in the first negotiations process after it becomes valid. All such MOUs shall be null and void on the effective date of the first Collective Bargaining Agreement negotiated after it becomes valid.

In the event that LMC becomes deadlocked on issues outside of those listed above, the Employer reserves the right to make a decision, and the Union reserves the right to file a grievance.

Time spent at LMC or LMC sub-committee meetings or activities shall be treated as hours worked for Union representatives in accordance with Article 112.

ARTICLE 221- HEALTH AND SAFETY

Safety is an integral part of the responsibilities of every manager, supervisor and employee.

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union, through its various representatives, will be accorded certain participatory rights relating to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.

2. Make annual inspections of Fire Department facilities.
3. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of their PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of the costs involved.
5. Review all reports of job-related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.
7. Provide members with information prior to the start of annual physicals which outlines what will and what will not be provided as well as provide education on the departmental exposure protocols.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company, other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1 - PPE

- A. The Employer shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wildland gear, and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective items shall meet the applicable standards at the time of purchase.
- B. All purchase requests must be made by March 31st. The exception will be the replacement of damaged uniform items.

Section 2 - Eye Protection

- A. The Employer shall furnish non-prescription safety eyewear as required.

Section 3 - Class C Uniforms

- A. The Employer will provide, at no cost, to new bargaining unit members:
 - Four (4) pants
 - Six (6) Santa Fe Fire Department T-shirts
 - One (1) jacket with liner
 - One (1) pair of boots
 - One (1) squad suit
 - One (1) sweatshirt.
- B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

Section 4 - Class A & B Uniforms

- A. The Employer shall provide, at no cost to new bargaining unit members, one dress uniform consisting of:
 - One (1) Class A jacket
 - One (1) pair of dress pants
 - One (1) cotton blend long-sleeve shirt
 - One (1) cotton blend short-sleeve shirt
 - One (1) Class A cover
 - One (1) pair "Hi-gloss" Class A shoes
 - One (1) tie with a tie clip.
- B. All members shall maintain one Class A and B uniform per the SFFD

uniform guide.

Section 5 - Uniform Replacement

- A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee's allocation, and made payable to the vendor.
 - a. Each bargaining unit member shall be allocated six hundred twenty-five dollars (\$625) uniform allowance at the beginning of each fiscal year.
 - b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
 - c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.

- B. The Employer will replace approved uniform items, separate from the member's allocation, if the following conditions are met:
 - a. The item is irreparably damaged or destroyed during emergency response activities.
 - b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and the damaged item to Fire Department Headquarters for processing.

- C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced, and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee.

Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or uniform items will be made through the process prescribed in Article 220.

ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.
2. A minimum of two (2) EMT-B/EMT-I refreshers and two (2) Paramedic refreshers will be provided per year. Each Paramedic refresher will include ACLS and PALS renewal. The Training Section shall determine the maximum class size
3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.
4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.
5. The Training Section will provide employees with a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no more than fifteen (15) and no less than ten (10) business days prior to that deadline.
6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless 6.c applies.
 - a. These classes will be included on the training calendar per paragraph 4 above.

- b. Employees wishing to attend these classes Shall submit a written application to the Training Division no later than forty-five (45) days before the first day of class.
 - c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.
- 7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.
- 8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility may be included in the yearly safety inspection conducted by the Health and Safety Committee.
- 9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.
- 10. The employer will provide the following training within two (2) years of becoming a classified Rescue Technician. Employees currently classified as Rescue Technician shall have two (2) years from the acceptance of this document to complete the listed courses with the exception of Structural Collapse which shall be completed within three (3) years. The Employer will make every effort to furnish a qualified instructor to certify the classified Rescue Technician on site as per Article 131. If a third-party instructor cannot be furnished within the required two (2) year time frame, the employee will be sent to an offsite course approved by the Training Division.

The new classified Rescue Technician must complete, with a passing grade, the following courses:

- Swift Water Rescue Operations
- Advanced Auto Extrication
- Structural Collapse
- Trench Rescue

There shall be a minimum of three (3) Swift Water Rescue Technicians, one of which shall be assigned to each shift. The remainder of classified Rescue Technicians shall maintain a minimum of Swift Water Operations which will be maintained in-house by the Swift Water Technicians.

One refresher course per year shall be offered in each of the following disciplines:

- Rope Rescue
- Confined Space Technician
- Swift Water Rescue Operations
- Trench Rescue
- Auto Extrication

Renewal courses after initial certification are to be:

- Offered in-house and do not need to be led by external training/education apparatus
 - In-house training may be led by SFFD cadre. The Employer will be responsible for furnishing specialized consumable training items as deemed necessary by the Training Division based on the advice from the Rescue Technician Chief Liaison.
- In-house refresher courses will not take place of an initial licensing/certification course.

If a classified Rescue Technician is unable to complete the required trainings within the time frame outlined in Article 230 Section 10, all required trainings have been offered, and the employee has not had extenuating circumstances that prevent them from attending these trainings, the Rescue Technician will be removed from their position and the vacancy filled based off the current ranked testing list.

Reassignment to the employee's original shift, if they were reassigned after becoming a classified Rescue Technician, will be contingent upon Battalion Chief discretion as per Article 214.

ARTICLE 231 - ADJUNCT INSTRUCTOR

Adjunct Instructors may be utilized for the following but not limited to: Firefighter Academies, Lateral Firefighter Academies, Promotion Classes, Hazmat Classes, EMS Classes, New Equipment Introduction, Specialized Trainings.

Adjunct Instructors shall be selected by the Training Officer. Any member interested in becoming an adjunct instructor shall submit a letter of interest to the Training Officer. The list shall be submitted to the Fire Chief for approval.

- Adjunct Instructors with potential to be the lead instructor shall have IFSAC Instructor I (2027 on) and meet the requirements for the job classification in which they are instructing.
- The Training Officer shall select the Adjunct Instructor for each assignment.
- Adjunct Instructors shall reserve the right to turn down an assignment requested by the Training Officer.
- The Training Officer shall have the right to remove any Adjunct Instructor from the list.
- In exigent circumstances where an Adjunct Instructor cannot be furnished from the list, the Training Officer reserves the right to ask any qualified personnel to fulfill the duties of Adjunct Instructor.

Adjunct Instructors may be utilized for the duration of the assignment.

ARTICLE 232-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

The Fire Chief may waive the twenty-day requirement.

Employees shall be paid travel time for classes outside of the Santa Fe City Limits needed for current classification, promotion, or to maintain current EMS licensure level. Travel time will not be paid for conferences.

ARTICLE 240-SENIORITY

Seniority means a privileged status attained by le continuous service calculated from the last date of hire within the Santa Fe Fire Department. Continuous service shall be broken by the following:

1. Resignation
2. Discharge
3. Retirement
4. Employee is laid off for more than two years
5. Employee declines an opportunity to return to work after recall
6. Employee fails to return to work from a leave of absence

If two or more employees start on the same date, seniority will be determined within their hiring group as follows:

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
 - Highest Sum of all the digits in the employee's social security number for employees hired after July 1, 2009:
 - Highest cumulative test score average achieved during the SFFD Fire Academy
1. Flip a coin Seniority shall be used for:
 1. Annual vacation selection
 2. Shift changes, station vacancies, and new fire station as per Article 214
 3. Temporary transfers

Seniority shall not be a determining factor on any emergency scene.

ARTICLE 241-SHIFTS AND HOURS OF WORK

Hours of Work

Hours of work shall be defined as the time that an employee is on duty at the employer's establishment or at the prescribed workplace, as well as all other times during which the employee is suffered or permitted to work for the employer as defined by FLSA.

Emergency Services Section

Members assigned to the Emergency Services Section will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

EMS Division, Fire Prevention and Training Division

The standard shift for both Sections shall be one of the following:

1. Non-twenty-four (24) hour shift - Members will work five (5) – eight (8) hour days per week or four (4) – ten (10) hour days per week with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. If the holiday falls on the employee's regular scheduled day off, the employee will be compensated at their regular hourly rate for the time of their regularly scheduled shift. Otherwise, two (2) weeks' notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
2. Twenty-four (24) hour shift - Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Changes to the standard week schedule for members assigned to the EMS Division, Fire Prevention or Training Division shall be discussed in LMC prior to implementation.

No members assigned to the EMS Division, Fire Prevention or Training Division shall be utilized in another assignment in order to satisfy minimum staffing requirements

These schedules will hereafter be referred to as "Twenty-four (24) hour shifts" and a "Non-twenty-four (24) hour shifts" respectively. For all shifts, pay will be based on actual hours worked and/or actual leave hours take

ARTICLE 242-LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to ten (10) consecutive business days upon the written request of the employee. A request by an employee for leave without pay in excess of ten (10) business days must be approved by the Fire Chief and City Manager.

Leave without pay, when requested, may be granted only when the Fire Department can assure a position of like status and pay within the Fire Department upon the return of the employee from leave without pay.

If the Fire Department cannot assure a position in the Fire Department, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Leave without pay may not exceed twelve (12) consecutive months. Employees on leave without pay in excess of thirty (30) calendar days will be credited with only thirty (30) calendar days towards eligibility for a productivity increase or toward seniority.

Employees shall not accrue sick or annual leave while on leave without pay. Service time will not be credited while on leave without pay.

Leave without pay will be reported on a Personnel Action Request Form only if it exceeds ten (10) business days.

Failure to report to work upon the expiration of approved leave without pay shall be accepted as a voluntary resignation of employment.

Return from leave without pay in excess of ten (10) business days will be reported on a Personnel Action Request Form.

During leave without pay, the employee shall pay the Employer's portion and his/her portion of the insurance in order to continue coverage

ARTICLE 243-MODIFIED WORK ASSIGNMENTS

Modified work assignments can be requested by an employee or the employer. Reasons for such a request can be inability to perform job duties due to injury or illness (light duty), pregnancy (non-hazardous duty), or as part of the discipline/corrective process (alternative duty).

Section 1 - Light Duty

Any employee placed on light duty by the Employer's occupational medicine doctor for a work-related illness or injury may continue to work within the Fire Department without loss of pay or reduction of benefits. Work shall be found which permits an employee to perform tasks that will not exceed the scope of light duty and will not disrupt or conflict with the work of other Union members. Light duty status shall continue until the Employer's occupational medicine doctor either releases the employee to full duty or determines the employee will no longer be able to fulfill his job duties.

An employee may solicit a second opinion from a physician of his choice, the cost of which will be paid for by the Employer. The Employer's occupational medicine doctor and the employee's personal physician shall confer on treatment, care, and light duty status.

In cases where the Employer's occupational medicine doctor and the employee's doctor disagree, a mutually acceptable third and neutral specialist in the field of the Employee's injury/illness shall review the employee's medical records and make the final determination on the appropriate course of action.

Injury leave shall be in accordance with City Resolution 1988-11 establishing a workers compensation program for City employees.

An employee injured while off duty may be offered light duty depending on the type and severity of the injury, provided that the Employer can identify work which permits the employee to perform tasks that will not exceed the scope of light duty. Such work may be in the Fire Department or other City departments. An employee wishing to be considered for such an assignment should submit a written request to the Fire Chief. Light duty granted for an off-duty injury shall not exceed six (6) months in duration

Section 2 Non-Hazardous Duty

The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.

Non-hazardous duty shall mean an assignment within the Fire Department in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.

Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.

Section 3 - Alternative Duty

An employee may be assigned to alternative duty within the Fire Department as part of the discipline/corrective process.

ARTICLE 245-COMPENSATORY TIME

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory but is optional in lieu of financial compensation. The employee shall be responsible for informing the on-duty Battalion Chief or AIC-BC of their intention to accrue comp time in lieu of financial compensation before 1700 of the day the employee is scheduled to work.

Comp time will be earned at the same rate as overtime and converted at the end of the overtime period. Comp time is only considered "accrued" after it is posted to the payroll summary. Members are not allowed to utilize hours that are yet to be posted by payroll.

Comp time, once earned, will be taken following the same procedure for taking Annual Leave and Personal Holiday as listed in Article 302, and use of said leave will be subject to the same restrictions.

Members will have the ability to carry over up to 240 earned hours into the next calendar year.

ARTICLE 248-VOLUNTARY DEMOTION

Any employee who voluntarily requests a demotion from the current classification may be demoted to a lower appropriate classification if a vacancy exists. The employee shall make the request in writing for approval by the Fire Chief. The employee shall receive the rate of pay established for the lower appropriate classification for the contract year.

ARTICLE 250-EXTREME WEATHER

Members shall not be required to perform strenuous non-emergency duties outdoors, including training exercises, when weather conditions are extreme. Extreme weather conditions are those conditions during which employees are likely to suffer injuries relating to excessive heat, lightning, high winds, ice, snow, or heavy rain. Weather conditions shall be determined to be extreme by the Battalion Chief(s) in consultation with Captains.

ARTICLE 251-STATION MAINTENANCE

The Employer agrees to supply and make available necessary materials required for the day-to-day maintenance and upkeep of fire stations. The Employer agrees to supply items necessary to maintain satisfactory sanitary conditions of quarters within fire stations. The Employer will make every effort to consider the recommendations of station crews when purchasing furnishings or kitchen supplies for fire stations.

ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section. The Employer shall make every effort to keep an adequate supply of common maintenance items (i.e. vehicle light bulbs, oil, fluids, etc.). Any parts needed for repair but not in stock shall be ordered as soon as possible.

ARTICLE 255-DRUG AND ALCOHOL TESTING

Santa Fe Fire Department employees will follow the Drug and Alcohol Policy for the City of Santa Fe Fire Department (March 2003). This Policy is listed as an appendix to the City of Santa Fe Fire Department Rules and Regulations.

In addition, an employee has the option of acquiring a commercial driver's license (CDL) at the expense of the Employer upon approval of the Fire Chief. If the employee fails the exam or allows the license to lapse, any future cost associated with obtaining a CDL will be at the employee's expense.

ARTICLE 256-COUNSELING SERVICES

The Employer agrees to provide, at no cost to the employee, up to six (6) professional counseling sessions for the employee, their spouse, and children. An employee involved in a job-related critical incident will be allowed ten (10) additional sessions. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released to the Employer only with written consent of the employee.

ARTICLE 258-TECHNOLOGICAL CHANGE

At least sixty (60) days prior to the introduction or implementation of substantial technological change affecting the employment status of Union members, the Employer shall by written notice furnish the Union with full information on the planned change or changes. This notice shall contain relevant information reflecting the nature and degree of change, the date or dates on which the Employer plans to effect the change, and the location or locations involved. Following the disclosure, both parties shall meet for the purpose of resolving any issue which may concern the employment status of any Union member.

SECTION III

ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee's leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.
2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.
3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will be charged with leave without pay and subject to disciplinary action.
4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work shall be paid double the time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.
5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a Non-twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty-four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be provided by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.

2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

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

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths (2 $\frac{3}{4}$) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and unforfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

Twenty-four (24) hour shift employees:

01-05 years of service, six shifts

05-10 years of service, eight shifts

10-15 years of service, nine shifts

15-20 years of service, ten shifts

20+ years of service, twelve shifts

Non-twenty-four (24) hour shift employees:

- 01-05 years of service, ten workdays
- 05-10 years of service, fifteen workdays
- 10-15 years of service, seventeen workdays
- 15-20 years of service, twenty workdays
- 20+ years of service, twenty-five workdays

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which does not exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use

1. Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. Three (3) Firefighters and Three (3) Paramedics may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first served basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.
2. The employee must have sufficient annual leave available for the requested time off.
3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.
4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same

classification, and Paramedic and Paramedic II shall be considered the same classification.

ARTICLE 303-PERSONAL HOLIDAYS

Personal Holiday

A bargaining unit member shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the member chooses.

Wellness Personal Holiday

Bargaining unit members will be entitled to one (1) additional personal holiday per calendar year if they do the following:

- Complete all portions of the Fire Department's annual physical
- Complete all portions of the Fire Department's FPAT
 - Personnel shall be able to complete all portions of the Fire Department FPAT in full bunker gear with SCBA or in athletic gear/bunker jacket and SCBA.
- Complete the red card qualification test.
 - There shall be no time requirement for "completion" of the Pack Test
 - Personnel shall complete the Pack Test in the allotted passing time if they wish to obtain a Red Card

Personal Holiday and Wellness Personal Holiday:

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty-four (24) hour shifts shall be taken in twenty-four (24) consecutive hours
- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours or ten (10) consecutive hours depending on their work schedule

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working non-twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 72 hours per calendar year.
- 01-05 years of service - 97 hours per calendar year.
- 05-10 years of service - 112 hours per calendar year.
- 10-15 years of service - 128 hours per calendar year.
- 15-20 years of service - 144 hours per calendar year.
- 20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 134 hours per calendar year.
- 01-05 years of service - 156 hours per calendar year.
- 05-10 years of service - 182 hours per calendar year.
- 10-15 years of service - 208 hours per calendar year.
- 15-20 years of service - 234 hours per calendar year.
- 20+ years of service - 260 hours per calendar year.

All personnel are recommended to have the following hours saved in their personal sick leave accruals:

1. Non-twenty-four (24) hours shift employees – 80 Hours
2. Twenty-four (24) hours shift employees – 96 Hours

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee/s immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment, or death.

If an employee has used sick leave for any other reason not defined by the city Rules and Regulations 13.30C, disciplinary action may be taken in accordance with Article 202, Discipline/ Corrective Action and Discharge.

Use of Sick Leave

A Twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning using the following guidelines:

1. Employees who request sick leave, using Telestaff, shall place themselves on sick leave from 0800-1600 (8-hour block), 0800-2000 (12-hour block), or from 0800-0800 (48-hour block). If the employee will be at work on the second day, they must have a verbal conversation with the on-duty Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave.
2. Employees who are not on duty the first Twenty-four (24) hour shift of the tour for any other reason and wishes to request sick leave for the second Twenty-four (24) hour shift of the tour shall have a verbal conversation with the on-duty Battalion Chief(s) prior to 0700 of the first shift.
3. In the event the on-duty Battalion Chief(s) cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot be reached, the employee will contact the Assistant Chief of Operations.

Sick leave changes will be noted on Telestaff within the hour.

A non-twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of the city's timekeeping/ payroll system and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift using the following guidelines:

1. Any employee shall request sick leave by either use of Kronos and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift.
2. In the event the employee's Direct Supervisor cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot reach, the employee will contact the Assistant Chief of Support Services.

Sick leave changes will be noted on the city's timekeeping/ payroll system within the hour.

Any employee wishing to provide a physicians' statement can do so. This physicians' statement shall be turned into the Health and Safety Officer and kept in the employee's confidential file. Details of the physicians' statement shall not be discussed with anyone other than the employee and the Health and Safety Officer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which their years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

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

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 306-SICK LEAVE BANK

Eligibility

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

Process

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank or individual member using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leaves will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours and maintain necessary records.

Use of Donated Sick Leave

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee receives them. Once the requested hours have been met, all other donations will cease to be processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Administrative Manager or designee will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.

3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Non-twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee, and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal working hours. Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed, or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first-come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the

Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 - Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/Personal Holiday Time Use" headings:

The Employer shall ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave.

Employees who enroll in such classes are required to have such proof available prior to requesting Educational Leave.

ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

ARTICLE 313-MILITARY LEAVE

As per section 20-4-7 NMSA Military Leave statute Military Leave for National Guard and Reserves:

"All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine, or Coast Guard Reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled."

On a case-by-case basis the Fire Chief upon approval of the City Manager may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the city by enabling that employee to better perform his/her duties required in

his/her city occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

ARTICLE 314-HONOR GUARD/ PIPES & DRUMS

The Employer shall grant on-duty Honor Guard and/or Pipes & Drums members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed eight (8) off per day. The Fire Chief may increase the number of members off at their discretion.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of the modified SFFD Pipes & Drums Class-A uniform to members of the Pipes & Drums band participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard and/or Pipes & Drums if available.

Any member working overtime for a member of the Honor Guard and/or Pipes & Drums shall be compensated for a minimum of four (4) hours.

ARTICLE 315 COURT LEAVE

When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be

remitted to the City of Santa Fe Finance Department.

An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

ARTICLE 320-ANNUAL LEAVE BUY BACK

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carryover rate at the end of each calendar year.
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his or her intentions to sell back the annual leave in excess of the maximum carry-over balance.
3. If sufficient City funding is available.

ARTICLE 321-SICK LEAVE BUY BACK

The City may buy back sick leave on a yearly basis provided the following criteria are met:

A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Non-twenty-four (24) hour shift, or seven hundred hours (700) if assigned to a Twenty-four (24) hour shift position before a buy back may occur.

The member must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.

A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

If sufficient City funding is available.

ARTICLE 322-SICK LEAVE AT RETIREMENT

Sick Leave Buy Back:

Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees' pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his/her intention to retire under this option to the Human Resources Director via the Fire Chief.

Sick Leave Acceleration:

1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief; 2. An employee shall not realize any type of salary increase during the period of conversion and buy-back.
2. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.
3. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.
4. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. The remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall be based on a fourteen (14) day work period.

For Twenty-four (24) hour shift employees those hours worked in excess of 106 hours will be compensated at a rate of one and one-half.

For Non-twenty-four (24) hour shift employees those hours worked in excess of 80 hours will be compensated at a rate of one and one-half.

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee's acceptance of the available overtime within the electronic staffing program commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via "outbound" up to twenty-four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Step 1 - Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on the electronic staffing program, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on the electronic staffing program who

qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

Step 2 - All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an "all stations page". When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority

Step 3 - Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill vacancies that must be staffed in order to maintain minimum staffing criteria (as outlined in Article 210). Employees will be scheduled for mandatory overtime based on their appropriate classification as it appears in Telestaff. If insufficient "Tier 1" personnel are available to staff mandatory vacancies, "Tier 2" personnel shall be ordered to work. Additionally, "Tier 2" personnel shall be ordered to fill vacancies in lieu of 48-hour mandatory overtime if an insufficient amount of "Tier 1" personnel are available on the holdover list.

The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed assignment must be filled and shall be organized with those employees classified in the electronic staffing program as "On-Duty" (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus

will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee's hourly rate per FLSA.

Overtime for Training/Classes

Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee's hourly rate.

Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

ARTICLE 331 - SPECIAL SKILLS

The employer will pay a medical special skills base rate increase in the form of a flat forty cents (\$0.40) per hour for those employees on Twenty-four (24) hour shifts and sixty cents (\$0.60) for those employees on a Non-twenty-four (24) hour shift, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Juneteenth (Actual)
7. Labor Day, (City Observed)
8. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
9. Columbus Day/Indigenous People's Day, (City Observed)
10. Armistice Day/Veteran's Day, (City Observed)
11. Thanksgiving Day, (Actual)
12. Christmas Day, (Actual)

- A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
 2. Employees who are scheduled to work on the holidays listed above and those who do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.
 3. Employees may not use a personal holiday as a form of leave on any of the above-listed holidays.
- B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
- C. Non-24-hour employees who are not scheduled to work on the above listed

holidays shall be compensated for hours equal to their normal workday at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

ARTICLE 335-FIRE INSPECTORS DEPUTY FIRE MARSHALS STANDBY COMPENSATION

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector or Deputy Fire Marshal assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors or Deputy Fire Marshals who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours' pay.

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors or Deputy Fire Marshals who are scheduled to work Twenty-four (24) hour shifts.

ARTICLE 336-PER DIEM

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out-of-town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
 - a. Request for Travel Advance/Payment Reconciliation.
 - b. Travel Request for Authorization.
 - c. Purchase Voucher.
 - d. Itemized Schedule of Expenses.

The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.

4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall be due to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

Years of Service: 1

- Current Position: Firefighter Trainee
- Requirements:
 - Cadet academy and probation
 - Completed FFI Task Book
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 2
- Current Position:
 - If being hired as a licensed Paramedic: Firefighter Trainee

- To be eligible for Paramedic School: Firefighter II and hold an AEMT License
- Requirements:
 - NM Paramedic License
 - Firefighter I requirements
 - Completed Paramedic Position Task Book: Task Book shall be opened a minimum of eight (8) months prior to testing, with continuous work done up until testing for Paramedic School.
- Testing Process:
 - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
 - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.
- In Exigent circumstances (i.e. Paramedic shortage), the “year of service” requirement may be reduced to one (1) year with approval from the LMC through a MOU.

Paramedic II

- Years of Service (In Current Position): 5 (3)
- Years of Service for members hired as Paramedic Firefighter Trainee (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
 - Rescue Operations
 - IFSAC Fire Apparatus: Driver (2026 on)
 - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.

- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
 - Confined Space Technician
 - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - Completed Engineer Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete an Engineer Mentorship before working in the promoted position.

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualification for position: Candidates shall successfully complete the following within six (6) months:
 - IFSAC Fire Inspector

- Apply for ICC Inspector I
- Qualification for Position: Candidates shall successfully complete the following within one (1) year:
 - Fire Origin & Cause
 - IFSAC Fire Investigator

Inspector II

- Years of Service {In Current Position}: 4 ½ (½)
- Current Position: Inspector I
- Requirements:
 - IFSAC Instructor I
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within one (1) year:
 - ICC Fire Inspector II

Deputy Fire Marshal

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II
- Requirements for Testing:
 - IFSAC Fire Officer I (2026 on)
 - Individuals promoted in 2025 shall obtain Fire Officer I before 2027
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Intro to Fire and EMS Supervision and Management
 - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - ICC Certified Fire Plans Examiner

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
 - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Intro to Fire and EMS Supervision and Management
 - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - Rescue Operations
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - IFSAC Instructor I
 - IFSAC Company Officer I
 - Completed Lieutenant Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Company Officer Mentorship before working in the promoted position.
- Qualifications for position: Candidates shall successfully completed the following within one (1) year:
 - FAAARFF Active
 - ICS 300

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
 - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation and an interview/ review panel.

Training Captain

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.

- Requirements for testing:
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Intro to Fire and EMS Supervision and Management
 - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - Rescue Operations
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - IFSAC Instructor I
 - IFSAC Company Officer I
 - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - IFSAC Instructor II
 - FDSOA Incident Safety Officer (2026 on)

Health and Safety Captain

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 – Introduction to Fire and EMS Supervision and Management
 - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - IFSAC Fire Apparatus: Driver
 - IFSAC Fire Apparatus: Pumper
 - IFSAC Instructor I
 - IFSAC Company Officer I
 - Rescue Operations

- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - IFSAC Instructor II
 - FDSOA Incident Safety Officer

EMS Captain

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
 - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
 - Q0426 - Introduction to Fire and EMS Supervision and Management
 - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
 - IFSAC Fire Apparatus: Driver (2027 on)
 - IFSAC Fire Apparatus: Pumper (2027 on)
 - IFSAC Instructor I
 - IFSAC Company Officer I
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
 - ICS 300
 - FDSOA Incident Safety Officer
 - Must obtain and maintain FP-C or CCP-C
 - Must obtain and maintain BLS, ACLS, and PALS Provider or Instructor card

SECTION 2 PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Six (6) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, “in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days’ notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor. ALL testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Interview/ Review Panel

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File and Personnel File located at Fire Station #1.

Passing Score

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility Pool

All candidates who pass the required promotional testing shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, or from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) have been filled.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

Promotions

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion and factors such as leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy as long as the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or expired, the Fire Chief shall conduct a new testing process.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the city.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the city.

Feedback

Candidates shall be given the opportunity to review the following from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

ARTICLE 345-INSURANCE BENEFITS

Section 1 - Medical Coverage

The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy-six- and one-half percent (76.5%) of the cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

Section 2 - Dental Coverage

The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate in the proposal evaluation committee if the city considers changes in the current dental programs.

Section 3 - Retiree Medical Coverage

The Employer shall continue to contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the city, the Employee has the option to enroll in the retiree medical coverage plan.

Section 4 - Term Life Insurance

The employer shall continue to provide a term life insurance plan with basic life insurance coverage of \$10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

Section 5 - Other Insurance Programs

The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue to be offered only if at least ten percent (10%) of the employees elect to work with a particular firm.

Section 6 - Premium Only Plan

The employer shall continue to provide an optional premium only plan (POP) in

which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees, or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

ARTICLE 350-WAGE/SALARY SURVEY

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS

The city will pick up seventy-five percent (75%) of the employee's total contribution rate.

ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2024/2025)

Bargaining unit employees shall receive a zero (0) percent salary increase effective the first full pay period in fiscal year 2024/2025 following approval of this agreement by the City's Governing Body.

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2025/2026)

All bargaining unit members shall receive a three percent (3%) salary increase to their base salary effective the first full pay period of July 2025.

ARTICLE 363-TIME IN SERVICE STEP INCREASE

Section 1

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression based on years of service of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

ARTICLE 364-PAYROLL DISCREPANCIES

In the event an employee has a payroll discrepancy, the City shall evaluate and respond within seven (7) business days with a course of action and/or request for any additional clarification. The City shall make every effort to correct in a timely manner.

ARTICLE 370- PAY PLAN

To calculate an average base annual salary, multiply by 2912 for shift employees.

To calculate an average base annual salary, multiply by 2080 for non-shift employees.

Pay Plan Effective July 5, 2025

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Position Title															
Firefighter I (F101)	21.5859	21.8017	22.0197	22.2399	22.4623	22.687	22.9138	23.143	23.3744	23.6081	23.8442	24.0827	24.3235	24.5667	24.8124
Firefighter II (F102)	22.6652	22.8919	23.1208	23.352	23.5855	23.8214	24.0596	24.3002	24.5432	24.7886	25.0365	25.2869	25.5397	25.7951	26.0531
Paramedic I (F105)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Paramedic II (F106)	26.6073	26.8734	27.1421	27.4136	27.6877	27.9646	28.2442	28.5267	28.8119	29.1	29.391	29.685	29.9818	30.2816	30.5844
Engineer (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Rescue Tech (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Inspector I (F104)															
Non 24hr (F104a)	34.6831	35.03	35.3803	35.7341	36.0914	36.4523	36.8169	37.185	37.5569	37.9324	38.3118	38.6949	39.0818	39.4727	39.8674
24 hr (F104b)	24.7736	25.0213	25.2716	25.5243	25.7795	26.0373	26.2977	26.5607	26.8263	27.0945	27.3655	27.6391	27.9155	28.1947	28.4766
Inspector II (F105)															
Non 24hr (F105a)	35.8181	36.1763	36.538	36.9034	37.2725	37.6452	38.0216	38.4019	38.7859	39.1737	39.5655	39.9611	40.3607	40.7643	41.172
24 hr (F105b)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Deputy Fire Marshall Non 24hr (F107)	40.791	41.1989	41.6109	42.027	42.4472	42.8717	43.3004	43.7334	44.1708	44.6125	45.0586	45.5092	45.9643	46.4239	46.8882
Lieutenant (F107)	29.1364	29.4277	29.722	30.0192	30.3194	30.6226	30.9289	31.2382	31.5505	31.866	32.1847	32.5065	32.8316	33.1599	33.4915
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	42.3299	42.7532	43.1807	43.6125	44.0486	44.4891	44.934	45.3833	45.8372	46.2955	46.7585	47.2261	47.6984	48.1753	48.6571
24 hr (F108b)	30.2356	30.538	30.8433	31.1518	31.4633	31.7779	32.0957	32.4167	32.7408	33.0682	33.3989	33.7329	34.0702	34.4109	34.755
Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Position Title															
Firefighter I (F101)	25.0606	25.3112	25.5643	25.8199	26.0781	26.3389	26.6023	26.8683	27.137	27.4084	27.6825	27.9593	28.2389	28.5213	28.8065
Firefighter II (F102)	26.3137	26.5768	26.8426	27.111	27.3821	27.6559	27.9325	28.2118	28.4939	28.7789	29.0667	29.3573	29.6509	29.9474	30.2469
Paramedic I (F105)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Paramedic II (F106)	30.8903	31.1992	31.5112	31.8263	32.1445	32.466	32.7906	33.1186	33.4497	33.7842	34.1221	34.4633	34.8079	35.156	35.5076
Engineer (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Rescue Tech (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Inspector I (F104)															
Non 24hr (F104a)	40.266	40.6687	41.0754	41.4862	41.901	42.32	42.7432	43.1707	43.6024	44.0384	44.4788	44.9236	45.3728	45.8265	46.2848
24 hr (F104b)	28.7615	29.0491	29.3396	29.633	29.9293	30.2286	30.5309	30.8362	31.1445	31.456	31.7706	32.0883	32.4091	32.7332	33.0606
Inspector II (F105)															
Non 24hr (F105a)	41.5836	41.9995	42.4195	42.8437	43.2721	43.7048	44.1419	44.5833	45.0291	45.4794	45.9342	46.3935	46.8575	47.3261	47.7993
24 hr (F105b)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Deputy Fire Marshall Non 24hr (F107)	47.3571	47.8307	48.309	48.7921	49.28	49.7728	50.2705	50.7732	51.281	51.7938	52.3117	52.8348	53.3632	53.8968	54.4358
Lieutenant (F107)	33.8265	34.1648	34.5064	34.8515	35.2	35.552	35.9075	36.2666	36.6292	36.9955	37.3655	37.7391	38.1165	38.4977	38.8827
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	49.1436	49.6351	50.1314	50.6327	51.139	51.6504	52.1669	52.6886	53.2155	53.7477	54.2851	54.828	55.3763	55.93	56.4893
24 hr (F108b)	35.1026	35.4536	35.8081	36.1662	36.5279	36.8931	37.2621	37.6347	38.011	38.3912	38.7751	39.1628	39.5544	39.95	40.3495

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representative.

Alan Webber, Mayor

Date

Emily Oster, Finance Director

Date

ATTEST:

Geraldyn Cardenas, City Clerk

Date

APPROVED AS TO FORM:

christopher W. Ryan
christopher W. Ryan (Jun 2, 2025 18:09 MDT)
Chris Ryan, Assistant City Attorney

06/02/2025

Date

Santa Fe Firefighters Association – IAFF Local 2059

Charles Gonzales
Charles Gonzales (Jun 3, 2025 09:12 MDT)
Charles Gonzales, President

06/03/2025

Date

Derrek Cowell
Derrek Cowell (Jun 3, 2025 09:11 MDT)
Derek Cowell, Secretary

06/03/2025

Date


24-0435_Collective_Bargaining_Agreement_-_2024-2027

Final Audit Report

2025-06-03

Created:	2025-06-03
By:	VICTORIA VELARDE (vevelarde@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FSI_qzX7TLHGyTC_XYBBSKN0-Qah0wk

"24-0435_Collective_Bargaining_Agreement_-_2024-2027" History

-  Document created by VICTORIA VELARDE (vevelarde@santafenm.gov)
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Amendment 1 - CBA between City of SF and IAFF (OCR)

Final Audit Report

2025-06-03

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"Amendment 1 - CBA between City of SF and IAFF (OCR)" History

-  Document created by VICTORIA VELARDE (vevelarde@santafenm.gov)
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2025-06-03 - 3:09:43 PM GMT - IP address: 166.137.163.32
-  Signer dccowell@santafenm.gov entered name at signing as Derrek Cowell
2025-06-03 - 3:11:20 PM GMT - IP address: 166.137.163.32
-  Document e-signed by Derrek Cowell (dccowell@santafenm.gov)
Signature Date: 2025-06-03 - 3:11:22 PM GMT - Time Source: server- IP address: 166.137.163.32
-  Document emailed to cmgonzales@santafenm.gov for signature
2025-06-03 - 3:11:35 PM GMT
-  Email viewed by cmgonzales@santafenm.gov
2025-06-03 - 3:11:57 PM GMT - IP address: 166.137.163.65
-  Signer cmgonzales@santafenm.gov entered name at signing as Charles Gonzales
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-  Document e-signed by Charles Gonzales (cmgonzales@santafenm.gov)
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The Purchasing Memo

Date: June 5, 2025

To: Governing Body and Finance Committee

From: Erminia Tapia, Business Operations Manager

Via: Emily K. Oster, Finance Department Director

Matthew Bonifer, Accounting Officer

Subject: Professional Services Agreement for Audit Services

Vendor Name: Carr, Riggs & Ingram, LLC

Munis Vendor Number: 9560

ITEM AND ISSUE:

Requesting approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services for the Fiscal Year Ending June 30, 2026, in the amount of \$349,880.00 including applicable gross receipts tax. The contractor will perform the services associated with the financial and compliance audit of the City of Santa Fe, Santa Fe Solid Waste Management Agency, and Buckman Direct Diversion Project for Fiscal Year 2025 in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC et. seq.)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250636.

BACKGROUND AND SUMMARY:

The City of Santa Fe is required to engage an IPA (Independent Public Accountant) to conduct an annual financial audit in accordance with the Audit Rule 2.2.2 NMAC. This includes review of the internal controls and compliance requirements applicable to the City of Santa Fe, Santa Fe Solid Waste Management Agency, and the Buckman Direct Diversion Project.

The proposed contract amendment has been approved by the Office of the State Auditor.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Accounting/ 1000142

Munis Object Name/Number: Audit Services/510330

Budget Officer / Designee:  ALEXIS LOTERO (Jun 5, 2025 16:21 MDT) **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25132 issued April 15, 2025

Chief Procurement Officer (CPO)/Designee: *JorAnn Lovato Montano* **Date:** 06/05/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Procurement document: RFP

Vendor’s Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

Evaluation Report will be submitted by email to Finance Committee and Governing Body



- PROVIDERS SERVICES
- COUNCIL MEMBERS
- DOCUMENTS & FORMS
- COUNCIL MEETINGS

OUR PROVIDERS SERVICES

Workers with disabilities have their rightful place as providers of the labor force. In fact, many employers find they prefer State Use Program-trained personnel for their quality work, dependability, and positive attitude.



HORIZONS OF NEW MEXICO

Horizons of New Mexico is proud to partner with community rehabilitation programs and businesses owned by individuals with disabilities that train their employees in a wide variety of service careers, going on to perform their specialties for clients throughout the state with great success. Please call us to discuss existing or new services you might require.



- PROVIDERS SERVICES
- COUNCIL MEMBERS
- DOCUMENTS & FORMS
- COUNCIL MEETINGS

approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

+ ADA Accessibility Consulting Services

+ Auctioneering Services

+ Bulk Printing and Mailing

+ Botanical Services

+ Call Center Services

+ Clerical Data Entry

+ Computer Refurbishing

+ Architects

+ Employment Support Services

+ Landscape Architects

+ Remediation – Wall Repair

+ Lawyer Services

+ Survey Services

+ Surveyors



PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities



- PROVIDERS SERVICES
- COUNCIL MEMBERS
- DOCUMENTS & FORMS
- COUNCIL MEETINGS

+ Document Destruction	<i>is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.</i>
+ Envelope Stuffing	
+ Event Planning	+ Administrative Reports
+ General Labor	+ Archeologists
+ Greeting Services	+ Certified Public Accountants
+ Hard Drive Destruction	+ Corporate and Personal Background Checks
+ Janitorial and Housekeeping Services	+ General Accounting
+ Kit Assembling	+ Graphic Design
+ Landscape Irrigation	+ Graphic Design - Logo Design
+ Landscaping	+ IT – Enterprise Application
+ Mailing Services	+ IT – IV & V
+ Management of an Assistive Technology Device	+ IT Network and Database Management



- PROVIDERS SERVICES
- COUNCIL MEMBERS
- DOCUMENTS & FORMS
- COUNCIL MEETINGS

+ Pest Control and Extermination Services	+ IT – Web Programmer
+ Plant Rental Services	+ Marketing
+ Printing Services	+ Private Investigation Services
+ Receptionist, Filing and Clerical Services	+ Public Relations
+ Recycling Services	+ Social Media Marketing
+ Rest Area Maintenance	+ Training Services
+ Screen Printing	
+ Shelf Stocking and Restocking	
+ Transcription Services	
+ Transportation	
+ Vehicle Washing	
+ Wildlife Services Management	



The services listed below State Use Program providers represent their capabilities and may not necessarily be services approved by the New Mexico Council for Purchasing from Persons with Disabilities. For the list of services deemed acceptable and unacceptable under the State Use Act by the Council, please [click here](#).

ACUTE RESPONSE

- + Medical Waste Disposal

ADELANTE DEVELOPMENT CENTER

- + Bulk Mailing and Sorting
- + Call Center Services
- + Computer Refurbishing
- + Decontamination, Sanitation and Sterilization Services
- + Document Imaging
- + Document Shredding
- + Envelope Stuffing
- + Hard Drive Destruction
- + IT – Enterprise Application
- + IT – IV & V
- + IT Network and

CARC, INC.

- + Janitorial Services and Housekeeping Services
- + Yard, Grounds and Lawn Maintenance

CORIE CHAMBERS DESIGN

- + Graphic Design
- + Graphic Design – Logo Design
- + Marketing
- + Social Media Marketing

CLEARLY CLEAN JANITORIAL SERVICE

A1 EXPERT CLEANERS

- + Janitorial and Housekeeping Services

ADA ACCESSIBILITY CONSULTANT

- + ADA Accessibility Consulting Services

AJ'S CLEANING SERVICE

- + Janitorial Services



- + Kit Assembling
- + Mailing Services
- + Management of an Assistive Technology Program
- + Reuse and Recycling Program
- + Printing Services
- + Shelf Stocking and Restocking
- + Snow Removal
- + Housekeeping Services
- + Yard, Grounds, and Lawn Maintenance
- + Snow Removal

DISABLED AMERICAN VETERANS

- + Transportation

DIGIPROS

- + Bulk Mailing and Sorting
- + Printing Services
- + Screen Printing

ENMRSH, INC.

- + Janitorial and Housekeeping Services
- + Rest Area Maintenance
- + Snow Removal

GALACTIC NETWORK

- + IT Enterprise Application
- + IT IV & V
- + IT Network and Database Management
- + IT Project Management
- + IT Security Services
- + IT Support



PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

- + Printing Services
- + Screen Printing
- Housekeeping Services
- + Landscape Irrigation
- + Landscaping
- + Yard, Grounds, and Lawn Maintenance

MARATHON JANITORIAL

- + Janitorial and Housekeeping Services

PEAK PERFORMERS

- + Temporary Staffing

RA HOUSE CO.

- + IT – Web Design
- + IT – Web Programmer

RT 66 AUCTIONS

- + Auctioneering Services

MY BUG GUYZ

- + Pest Control and Extermination Services

PROSCAPE LAND MANAGEMENT

- + Landscape Irrigation
- + Landscaping
- + Yard, Grounds, and Lawn Maintenance

NEBULA ADVISERS



PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

- Services
- + Rest Area Maintenance
- + Snow Removal
- + Janitorial and Housekeeping Services
- + Rest Area Maintenance
- + Snow Removal
- + Yard, Grounds, and Lawn Maintenance
- Sanitation and Sterilization Services
- + Janitorial and Housekeeping Services
- + Receptionist, Filing and Clerical Services 





PROVIDERS SERVICES COUNCIL MEMBERS DOCUMENTS & FORMS
COUNCIL MEETINGS

P: (505) 345-1540

Tax ID: 03-143403-00-7

Council Meetings

F: (505) 345-2303

Documents & Forms

Send all procurements to:

Contact Us

Matt Loehman:

Mloehman@horizonsofnewmexico.org

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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

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-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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-  Agreement completed.
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STATE OF NEW MEXICO AUDIT CONTRACT

City of Santa Fe

hereinafter referred to as the "Agency," and

Carr, Riggs & Ingram, LLC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2025** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.*).

2. **DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **15** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. COMPENSATION

A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$349,880.00** including applicable gross receipts tax.

B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	<u>\$231,000.00</u>
(2) Federal single audit	<u>\$26,400.00</u>
(3) Financial statement preparation	<u>\$16,500.00</u>
(4) Other nonaudit services, such as depreciation schedule updates	<u>\$0.00</u>
(5) Other (i.e., component units, specifically identified)	<u>\$49,500.00</u>

Gross Receipts Tax = **\$26,480.00**

Total Compensation = **\$349,880.00** including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor. G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. TERMINATION, BREACH AND REMEDIES

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with

independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report , if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards* , issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

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

21. **EQUAL OPPORTUNITY COMPLIANCE**

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

22. **WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if

requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

- B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Alan D. "A.J." Bowers**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **INVALID TERM OR CONDITION**

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

25. **OTHER PROVISIONS**

NEW MEXICO TORT CLAIMS ACT Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 4141, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

CONTRACTOR

City of Santa Fe

Carr, Riggs & Ingram, LLC

PRINTED NAME:

PRINTED NAME:

TITLE:

TITLE:

State Auditor Contract No. 25 - 6160

IN WITNESS WHEREOF, this Contract is made effective as of the date of the latest signature by the required approval authorities below.

AGENCY:
CITY OF SANTA FE:

CONTRACTOR:
CARR, RIGGS & INGRAM, LLC

ALAN WEBBER, MAYOR

Alan D Bowers Jr
Alan D Bowers Jr (Jun 2, 2025 09:37 CDT)

ALAN D. BOWERS, JR., PARTNER

DATE: _____

DATE: 06/02/2025

NMBTIN#: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY’S OFFICE:

Erin McSherry
Erin McSherry (Jun 4, 2025 11:21 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR



May 15, 2025

Chief Brian Moya &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

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

Dear Chief Moya & Fire Marshal Griego:

We have been contacted by Mr Sandoval of the Santa Fe Kiwanis and he has asked that we conduct the fireworks display for the July 4th celebration in Santa Fe. As per his request for the display, we are enclosing the following information.

- 1) Certificate of Insurance for Fireworks Displays covering both 7/4/25 & alternate rain date the morning of 7/5/25, noting additional insureds of Santa Fe Kiwanis, City of Santa Fe and its agents and Santa Fe Mall Property Owners
- 2) Copy of New Mexico State Fire Marshal's Fireworks License for Western Enterprises, Inc.
- 3) Copy of BATF&E Explosives License for Western Enterprises, Inc.
- 4) Copy of United States DOT "Hazardous Materials Safety Permit" for Western Enterprises, Inc
- 5) Approximate Product Listing of fireworks that will be used in the 4th of July fireworks display for Santa Fe Kiwanis. (Please note; the largest size aerial shell is three-inch (3") diameter.
- 6) Copy of a site map diagram of the launch site of the fireworks display, with notations for secured safety perimeter ("fall-out area" of fireworks display)
- 7) A list of the pyrotechnic crew (will forward when Nick Flores or Matthew Flores has confirmed)



May 15, 2025
page 2

You will also find attached a “Operations Schedule” for your understanding. This schedule provides you with a “time-table” for the “load-in/firing/load-out” of the fireworks equipment and pyrotechnic products as well.

We hope this provides you with the information you need for the permit application.

If you have any questions or problems please feel free to call us immediately at 580-855-2203.

Respectfully,

Jim Burnett, President
WESTERN ENTERPRISES, INC.



City of Santa Fe Fire Department

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

Fire Prevention Use Only:

Date Request Received: _____ Date of Burn: _____ Permit #: _____

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

FIREWORKS PERMIT APPLICATION

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

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

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

E-MAIL: cheryld@fireworksbywestern.com

FIREWORKS SITE LOCATION: Santa Fe Place Mall

OWNER/BUSINESS NAME (if applicable): _____

PURPOSE OF FIREWORKS: Santa Fe Kiwanis 4th of July

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

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

DATE OF FIREWORKS: July 4, 2025 & July 5, 2025 morning due to weather cancellation on 7/4/25.

START TIME OF DISPLAY: Apprx 9:00pm - 10:30pm END TIME OF DISPLAY: apprx duration 15:26

ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.: _____

Sarah Pecha 580-855-2203

APPLICANT SIGNATURE:  DATE: 5-15-25

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

**New Mexico Department of Homeland Security
And Emergency Management**
STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY

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

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

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

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

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

J. Wilson

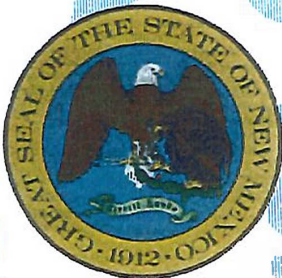
ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 02/24/2025

2025
Expires 01/31/2026

**CLASS B
DISTRIBUTOR
LICENSE**

#25-4-004



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

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

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

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

Chief, Federal Explosives Licensing Center (FELC): *Marna Howard*

Expiration Date: **April 1, 2027**

Name: **WESTERN ENTERPRISES INC**

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

Type of License or Permit: **23-IMPORTER OF EXPLOSIVES**

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

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

Licensee/Permittee Responsible Person Signature: *James V. Burnett*
Printed Name: **James V. Burnett**

Position/Title: *President*
Date: **6/3/2024**

ATF Form 5-100.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete WESTERN ENTERPRISES INC: 13513 W CARRIER ROAD: 73727-1 OK 017-23-7D-00004: 01, 2017: 23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC): 244 Needy Road, Martinsburg, WV 25405-9431
Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov
ATF Homepage: www.atf.gov

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

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

(Continued on reverse side)

Cut Here <

Federal Explosives License/Permit (FEL) Information Card

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

Business Name:

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

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

Expiration: **April 1, 2027**

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



U.S. Department of Transportation
Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

August 1, 2023

In reply refer to:
USDOT Number: 203517

SARAH PECHA
VICE-PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

Dear SARAH PECHA:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: August 1, 2023

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

This HMSP will be effective beginning August 1, 2023, and remain effective through July 31, 2025, if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

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

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

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division



May 15, 2025

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

Dear Sirs:

Attached you will find the product list of the fireworks that will be staged for Santa Fe's 4th of July fireworks at Santa Fe Mall.

1.3G Display Fireworks

170 – 2.5” Aerial Shells

800 – 3” Aerial Shells

179 -.50” – 1.25” Aerial effects (Multi-shot cake barrages)

1.4G UN0431 Articles Pyrotechnics (For Professional Use Only)

1023 - .50” – 1.25” Aerial effects (Multi-shot cake barrages)

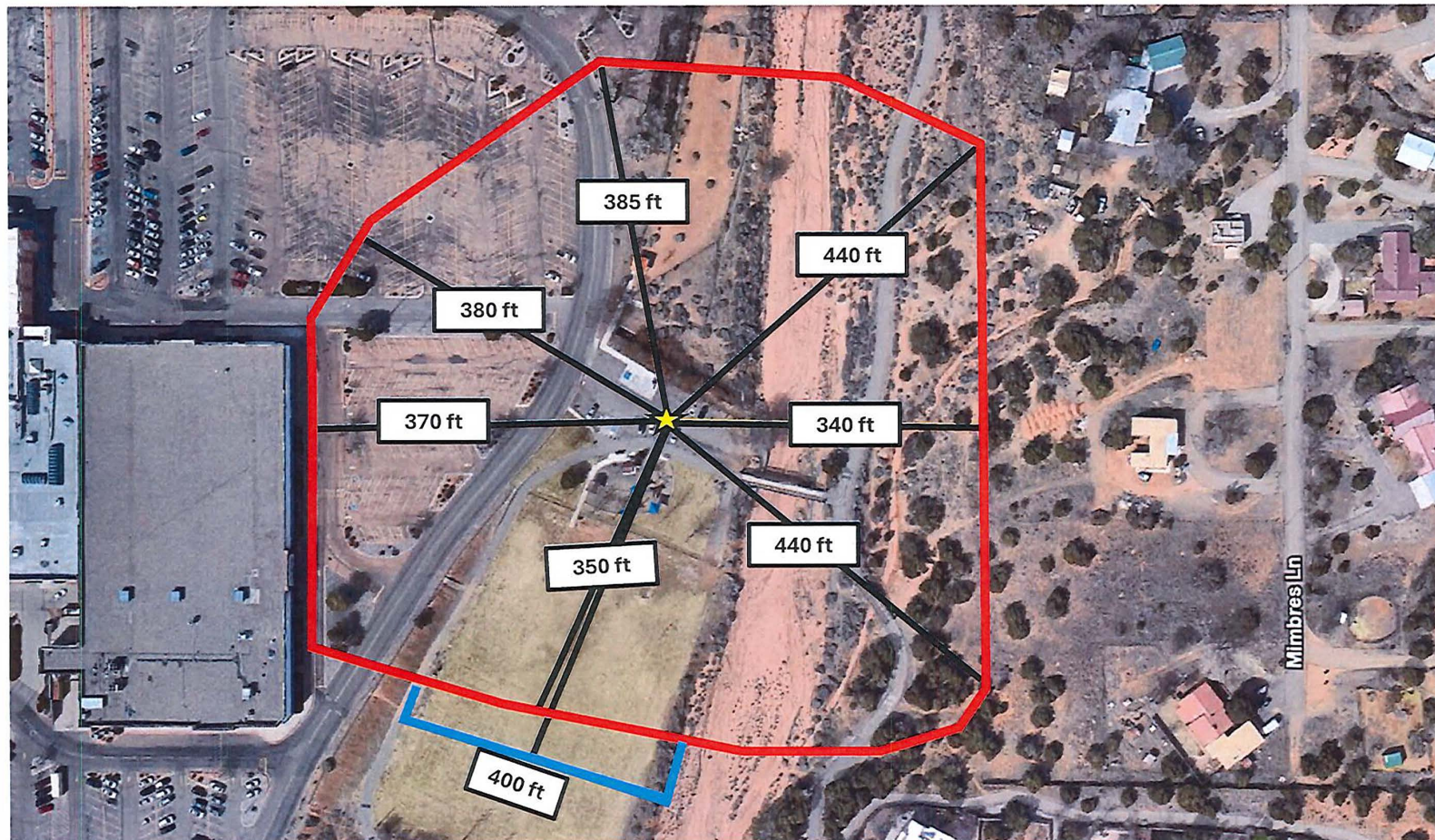
18 – 2” Aerial effects (Multi-shot cake barrages)

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

Respectfully,

Jim Burnett
WESTERN ENTERPRISES, INC.

Santa Fe Place Mall



- The **yellow star** indicates the approximate firing location.
- The **black lines** extending from **yellow star** indicate the distances to the outside safety perimeter.
- **Red outer line** is main security perimeter.
- The **blue line** beneath the **red line** in the park denote the additional 50 – feet discussed during meeting to keep audience farther south.
- However, stairs down into park can be used, with corridor walk lane to access into park below **blue line** perimeter.
- No spectators or automobiles allowed inside security perimeter.

Pyrotechnic Crew for Santa Fe 4th of July fireworks display

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

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

Assistants:

Will forward when confirmed.

Operations schedule for Santa Fe 4th of July fireworks display

THURSDAY – 7/3/25

7:00 AM – Finish

Crew begins “load-in” of mortars and racks on location. Mortars and racks are covered with plastic and secured for night. Crew Leaves site for night

FRIDAY – 7/4/25

6:00 AM – Finish

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

SATURDAY – 7/5/25

7:00 AM – Finish

Crew members arrive back on site to do “first-light check” of area for any unexploded pyrotechnics.

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2025-4

3 INTRODUCED BY:

4
5 Councilor Signe Lindell

6
7
8
9
10 AN ORDINANCE

11 AMENDING SFCC 1987, SECTION 12-3, PERTAINING TO THE PUBLIC DISPLAY OF
12 FIREWORKS; RECOGNIZING THE FIRE DEPARTMENT WILL APPLY THE
13 INTERNATIONAL FIRE CODE TO THE PUBLIC DISPLAY OF FIREWORKS;
14 MAKING OTHER TERMS CONSISTENT WITH THE INTERNATIONAL FIRE CODE;
15 AND PROVIDING FOR GOVERNING BODY APPROVAL OF PUBLIC FIREWORKS
16 DISPLAY PERMITS WITHOUT LEGISLATION.

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

18 Section 1. Section 12-3.1 through 12-3.2 of SFCC 1987 (being SFCC § 7-4-1) is
19 included for reference without amendments:

20 12-3 - FIREWORKS.

21 12-3.1 - Definitions.

22 A. As used in this section:

23 *Dangerous fireworks* means any firecracker, roman candle, skyrocket, torpedo, bomb, blank
24 cartridge, cone-shape fountain, bottle rocket and flyer or any other type or form of explosive; any
25 item that is self-propelling or the effect of which extends above fifteen feet (15') in height from the

1 ground; or any article which produces a report by combustion, explosion or detonation.

2 *Safe and sane fireworks* means all fireworks that have no report, that are not self-propelling
3 and the effect of which does not extend above fifteen feet (15') in height from the ground, including
4 the following:

5 (1) Snakes, total pyrotechnic composition not to exceed twenty (20) grams each
6 in weight;

7 (2) Smoke devices and spray balls, total pyrotechnic composition not to exceed
8 twenty-five (25) grams each in weight;

9 (3) Wheels, total pyrotechnic composition not to exceed sixty (60) grams in
10 weight per driver unit, but any number of drivers may be on any one wheel.
11 The inside bore of driver tubes shall not be over one-half inch (1/2");

12 (4) Illuminating torches and colored fire in any form, total pyrotechnic
13 composition of illuminating torches not to exceed one hundred (100) grams
14 each in weight;

15 (5) Sparklers and dipped sticks, total pyrotechnic composition not to exceed one
16 hundred (100) grams in weight. Pyrotechnic composition containing any
17 chlorate or perchlorate shall not exceed five (5) grams;

18 (6) Cylindrical fountains, total pyrotechnic composition not to exceed seventy-
19 five (75) grams each in weight. The inside tube diameter shall not exceed
20 three-fourths inch (3/4");

21 (7) Railway fuses, fuses, truck flares, hardship distress signals, smoke candles,
22 smoke signals and smoke pots; and

23 (8) All other fireworks similar to the above, provided they are tested and approved
24 by the chief of the fire department.

25 B. The terms "safe and sane fireworks" and "dangerous fireworks" do not include auto flares,

1 toy pistols, toy guns or devices in which paper caps containing twenty-five hundredth
2 (25/100) grains or less of explosive compounds are used, the sale and use of which shall be
3 permitted at all times.

4 **State Law reference**— Authorizing city to regulate and prohibit the use of fireworks, § 3-1811
5 NMSA 1978.

6 **12-3.2 - Manufacture, sale and discharge of fireworks.**

7 Except as hereinafter provided it shall be unlawful to manufacture, sell, offer to sell, own,
8 possess or discharge any fireworks within the city.

9 **Section 2. Section 12-3.3 of SFCC 1987 (being SFCC 1981, § 7-4-3) is amended**
10 **to read:**

11 **12-3.3 - Public display.**

12 A. The fire department shall apply the terms of the most recently adopted version of the IFC,
13 as specified in 12-1.2, and may adopt additional reasonable rules and regulations for the
14 granting of permits for supervised and controlled public displays of fireworks by the city,
15 a civic organization, amusement park or other organization or group of individuals
16 approved by the fire department. Such permits shall be granted on application to the fire
17 department and upon recommendation for approval by the fire chief or chief's designee
18 and governing body approval. Permit approval does not require legislation.

19 B. Every such display shall be handled by a certified, competent operator duly approved by
20 the fire department and shall be of such composition, character, and so located, discharged
21 or fired, as, in the opinion of the department, not to be hazardous to property or endanger
22 life.

23 C. Application for permits shall be made in writing at least thirty (30) days in advance of the
24 date of the display. After the permit has been granted, the sale, possession, use and
25 distribution of fireworks for such display shall be lawful for that purpose only. No such

1 permit granted shall be transferable.

2 D. Before any permit for fireworks display shall be issued, the applicant shall furnish proof
3 of financial responsibility to satisfy any claims for damages to property or personal
4 injuries arising out of any act or omission on the part of the applicant or any agent or
5 employee in such amount, character and form as the city attorney determines necessary
6 for the protection of the public.

7 E. The certified operator shall dispose of any fireworks that remain unfired after an approved
8 display is concluded, as soon as possible after the display, in a manner safe for the particular
9 type of fireworks and approved by the fire department.

10 **Section 4. Section 12-3.4 (being SFCC 1981, § 7-4-4) is amended to read:**

11 **12-3.4 - Other permitted activities.**

12 A. Any person may sell, offer to sell, or store for sale safe and sane fireworks by obtaining a
13 permit as provided in subsection 12-3.5 of this Chapter.

14 B. Wholesalers and jobbers may sell dangerous fireworks; provided, that they are shipped out-
15 of-state in accordance with the interstate commerce commission and department of
16 transportation regulations covering the transportation of explosives and other dangerous
17 articles by motor, rail and water. Wholesalers and jobbers shall store their supplies of
18 fireworks in accordance with the terms of the most recently adopted version of the IFC, as
19 specified in 12-1.2. Wholesalers and jobbers selling dangerous fireworks shall obtain a
20 permit from the fire department and pay an annual fee of five hundred dollars (\$500) to the
21 city treasurer.

22 C. This section does not prohibit the use of fireworks by railroads or other transportation
23 agencies for signal purposes or illumination, the sale or use of blank cartridges for a show
24 or theater, for signal purposes in athletics or sports or for use by military organizations.

25 **Section 5. Section 12-3.5 through 12-3.8 (being SFCC 1981, § 7-4-4) are included for**

1 reference without amendments:

2 **12-3.5 - Permit for sale or possession of fireworks.**

3 A. Any person intending to sell, offer to sell or store for sale any safe and sane fireworks shall
4 first obtain a permit by:

5 (1) Filing a written application on a form approved by the fire department which shall
6 include the name and address of the wholesaler or jobber selling the fireworks and
7 by paying a fee to the city treasurer in the following amounts:

- 8 (a) Wholesalers, one hundred dollars (\$100.00); and
9 (b) Retailers, fifty dollars (\$50.00);

10 (2) Demonstrating to the satisfaction of the fire department that the items to be handled
11 under the permit comply with the terms and intent of this section; and

12 (3) Certifying that no person under the age of sixteen (16) years shall be permitted by
13 the applicant to sell or offer to sell any fireworks.

14 B. Any permit granted under this subsection to any person, wholesaler or jobber shall be for
15 a period of one (1) year.

16 C. Any permit granted under this subsection to any person other than a wholesaler or jobber
17 shall authorize the possession of safe and sane fireworks for the period of June 10 through
18 July 15 of each year and the sale and display of such fireworks for the period of June 20
19 through July 5 of each year.

20 D. Any permit granted hereunder shall be valid only for the calendar in which issued and
21 only for the premises or location for which issued. No permit shall be transferable,
22 assignable or automatically renewable.

23 **12-3.6 - Sale, possession or use restricted to certain persons.**

24 A. It is unlawful to sell, offer to sell or give any fireworks to any person under sixteen (16)
25 years unless they are accompanied by a parent or guardian.

1 B. Persons over the age of sixteen (16) years may purchase, use and possess safe and sane
2 fireworks.

3 **12-3.7 - Restrictions.**

4 A. No fireworks approved for sale shall be stored, possessed or used within fifty feet (50') of
5 gasoline or other flammable liquids unless such liquids are sealed in metal containers of
6 not more than one (1) gallon capacity.

7 B. No fireworks shall be sold except from within a permanent structure at a recognized
8 business location. The construction or use of fireworks stands outside of a permanent
9 structure is prohibited.

10 **12-3.8 - Seizure of fireworks.**

11 The fire department shall seize, take, remove or cause to be removed at the expense of the
12 owner all stocks of dangerous fireworks offered or exposed for sale, stored or held in violation of
13 this section.

14 **Section 5. Section 12-3.9 (being SFCC 1981, § 7-4-4) is amended to read:**

15 **12-3.9 Restrictions on the sale and use of fireworks.**

16 A. The sale and use of the following fireworks are prohibited during extreme or severe drought
17 conditions, based on current drought indices published by the national weather service:

18 (1) Aerial devices, such as

- 19 a) Ariel shell kit-reloadable tubes;
- 20 b) Aerial spinners;
- 21 c) Helicopters;
- 22 d) Mines;
- 23 e) Missile-type rockets;
- 24 f) Multiple tube devices;
- 25 g) Roman candles;

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- h) Shells; and
- i) Stick-type rockets.

(2) Ground audible devices, such as

- a) Chasers; and
- b) Firecrackers.

B. The use of all fireworks is prohibited within any lands covered wholly or in part by timber, brush, or native grass.

C. The above restrictions do not apply to public displays of fireworks in strict conformance with the requirements and conditions set forth in subsection 12-3.3 SFCC 1987 and as approved by the city of Santa Fe fire chief or the fire chief's designee.


D. The governing body may implement additional restrictions during severe or greater drought conditions pursuant to Section 60-2C-8.1 NMSA 1978.

E. Penalties.

(1) Any individual, firm, partnership, or other entity found in violation of this section shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars (\$500.00), or both.

(2) Each and every occasion on which this section is violated shall be considered a separate offense.

PASSED, APPROVED, and ADOPTED this 15th day of January, 2025.



Alan Webber (Jan 23, 2025 17:35 MST)

ALAN WEBBER, MAYOR

1 ATTEST:

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ANDREA SALAZAR (Jan 23, 2025 17:36 MST)

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ANDREA SALAZAR, CITY CLERK

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APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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Bill No. 2024-12

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Legislation/2025/Ordinances/2025-4(O)/Changing Fireworks Display Requirements

Date: June 5, 2025

To: Governing Body

Via: *Regina Wheeler*
Regina Wheeler (Jun 5, 2025 11:26 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Capital Projects Manager *RGM*

ACTION:

Request for Ratification of Third Amendment to Cooperative Project Agreement Item #24-0019 with the New Mexico Department of Transportation to Extend the Term through June 30, 2027 to Complete the Engineering Design of S100470 St. Michael's Drive-Rail Trail Underpass Project. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The New Mexico Department of Transportation (NMDOT) required the attached Amendment No. 3 for NMDOT execution by first week of June for project design funding of \$1M. Since the deadline is before the next Governing Body (GB) meeting on June 11, Staff requested City Manager approval of the amendment via SFCC 2-4.6.B and agreement to be ratified at the GB meeting.

Started in 2022, the engineering design of S100470 St. Michael's Drive-Rail Trail Underpass project was funded with \$1M from the federal Highway Safety Improvement Program. The design includes complex right-of-way requirements, proximity to the New Mexico Rail Runner Express tracks, extensive utility relocations, public perception of safety in an underpass, and maintenance issues caused by homelessness, etc. The design is currently at 60% and ready for NMDOT and Rio Metro review. The NMDOT acknowledges the delay was caused by the complexity and number of involved agencies. Hence, a two-year extension to the Cooperative Project Agreement has been granted.

FUNDING SOURCE:

Fund Name/Number: New Mexico Department of Transportation S100470
Munis Org Name/Number: Streets Roadways / 3309980
Munis Object Name/Number: WIP Design/ 572960
PLID: ENG18330E- Design

ATTACHMENT:

City Manager Approved Third Amendment

Contract No.:	_____
Vendor No.:	<u>0000054360</u>
Control No.:	<u>S100470</u>
CFDA No:	<u>20.205- Highway Planning & Construction</u>

**THIRD AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK**

This **Third Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on 02/28/2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 4, Term**, is deleted and replaced with the following:

4. Term.

This Agreement is effective on **2/28/2020**. This Agreement terminates on **9/30/2027**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Third Amendment.


In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:  Date: 04/30/25
Assistant General Counsel

City of Santa Fe
By:  Date: 06/02/2025
CITY OF SANTA FE City Manager
Signed pursuant to SFCC 11-4(F)(2)

By:  Date: 06/03/2025
CITY OF SANTA FE Finance Director

ATTEST

By:  Date: 06/03/2025
CITY OF SANTA FE Clerk 

Approved as to form and legal sufficiency by the City's Attorney

By:  Date: 05/20/2025
Assistant City Attorney

By:

Alan Webber, Mayor, Signed pursuant to SFCC 11-4(F)(2)

Attest:

See previous page

Andréa Salazar, City Clerk

Approved as to Form:

See previous page

Marcos Martinez, Senior Assistant City Attorney

Approved for Finances:

See previous page

Emily Oster, Finance Director

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (UEI);	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 9/30/2027.
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$949,497
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass. The proposed project identified through the RSA is the following: Design and Construct a trail underpass. Point location at Milepost 10
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@dot.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

Project End Date Selection Program Areas - Calendar Day Projects

The Project end date is the final date recorded in the project agreement when the NMDOT may incur direct costs on the project to be eligible for Federal-aid reimbursement. Also, referred to as the period of performance end date or project agreement end date. Project end date is the applicable field in FMIS.

Control Number: S100470
District: D5

Agreement end date: 03/31/22
180
Calendar Days allowed to Final (Program Areas): 90
Calendar Days allowed to Final (POD): 30

Original Final End Date: 01/25/23 **Program Area**
Target to POD: 06/26/28

POD Approved: **APPROVED** **Date:** _____
By Jacquelyn Hurtado at 11:03 am, Apr 16, 2025

Project End date extension request

Program Area

Final End Date:	01/25/23
* Request for extension:	2009
New End Date:	07/26/28

* Requires documentation to be attached.

Program Area Director: _____

POD

New End Date	07/26/28
Final FHWA End Date:	07/26/28

POD Director: _____

Amendment #1 added 665 days
 Amendment#2 adding 552 days
 Amendment #3 adding 792 days due to The engineering design of this project is proving to be much more complex than what was depicted in the Road Safety Audit (RSA) conducted in 2014 and 2015. The right-of-way, project proximity to the Railrunner, massive amount of utility relocations, bicyclists' perception of safety, maintenance issues caused by homelessness, appropriate funding, etc. were complex but integrated factors that were never considered in the RSA.

ITEM # 20-0042

Contract No.:

D18446

Vendor No.:

000054360

Control No.:

S100470

COOPERATIVE PROJECT AGREEMENT – DESIGN

The New Mexico Department of Transportation (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100470 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND(CMAQ) Funds**
Department's 85.44% share \$243,503
St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100470.)
2. **City's matching 14.56% share** \$41,496
For the purpose stated above.
3. **The Total Project Funding for Design Work** \$284,999

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
 2. An audit determines an overpayment or federal funds were used for ineligible cost items.
 3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
 4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.
- The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

- a. Title 23, U.S. Code Highways and its associated regulations
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
- c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
- d. 49 CFR Part 20, Lobbying Certification
- e. The Department's policies and standards
- f. The current Tribal/Local Government Handbook located at:
http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
- g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 3/31/2022. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

- a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
- b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
- c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
- d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator

Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-660-3541
E-mail: sharonr.cruz@state.nm.us

District T/LPA Coordinator

Paul Brasher
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-469-2194
E-mail: paul.brasher@state.nm.us

Construction Liaison Engineer

Sherman Peterson
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: sherman.peterson@state.nm.us

Local Agency

John Romero
Engineer Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6672
E-mail: jjromero1@ci.santa-fe.nm.us

12. Amendment.

The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: [Signature] Date: 2/28/20
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Clout Date: 10-31-19
Assistant General Counsel

CITY OF SANTA FE

By: [Signature] Date: 2/3/20
Mayor

ATTEST

By: [Signature] Date: 2-4-20
CITY OF SANTA FE Clerk
cmty 1/29/20

Approved as to form and legal sufficiency by the City's Attorney

By: [Signature] Date: 11/12/19
CITY OF SANTA FE Attorney

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APPROVED:



MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: 1/30/20

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 3/31/2022 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$243,503
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit

23 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).

The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over \$25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews:** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees:** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

- a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
- b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

Contract No.:	D18446/1
Vendor No.:	0000054360
Control No.:	S100470
CFDA No:	20.205- Highway Planning & Construction

**FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK**

This **First Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on February 28, 2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to modify funding; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 1, Project Funding and Description**, is deleted and replaced by the following:

1. Funding and Project Description.

a. Funding for Design Work is as follows:

- | | |
|---|-----------|
| 1. <u>FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds</u> | |
| <u>Department’s 85.44% share</u> | \$243,503 |
| St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .) | |
| 2. <u>City’s matching 14.56% share</u> | \$41,496 |
| For the purpose stated above. | |
| 3. <u>The Total Project Funding for Design Work</u> | \$284,999 |

4. <u>FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds</u>	
<u>Department's 90% share</u>	\$620,794
St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)	
5. <u>State's matching 10% share</u>	\$68,977
For the purpose stated above.	
6. <u>The Total Project Funding for DesignWork</u>	\$689,771
7. <u>FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds</u>	
<u>Department's 90% share</u>	\$85,200
Right of Way St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)	
8. <u>State's matching 10% share</u>	\$9,467
For the purpose stated above.	
9. <u>The Total Project Funding for DesignWork</u>	\$ 94,667
10. <u>The total Project Funding</u>	\$ 1,069,437

2. Section 4, Term, is deleted and replaced with the following:

4. Term.

This Agreement is effective on February 28, 2020. This Agreement terminates on **01/25/2024**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

3. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: *Justin Reese* Date: Sep 27, 2021
Justin Reese (Sep 27, 2021 12:00 MDT)
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: *Craig C Kling* Date: Sep 16, 2021
Craig C Kling (Sep 16, 2021 16:28 MDT)
Assistant General Counsel

City of Santa Fe
By: *[Signature]* Date: 9/17/2021

ATTEST

By: *[Signature]* Date: 9/17/2021
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: *Marcos Martinez* Date: Sep 17, 2021
Marcos Martinez (Sep 17, 2021 07:57 MDT)
Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 1/25/2024 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$949,497
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

Contract No.:	<u>D18446/2</u>
Vendor No.:	<u>000054360</u>
Control No.:	<u>S100470</u>
CFDA No:	<u>20.205- Highway Planning & Construction</u>

**SECOND AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK**

This **Second Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on 02/28/2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

- Section 4, Term**, is deleted and replaced with the following:

Term.

This Agreement is effective on **02/28/2020**. This Agreement terminates on **06/30/2025**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.


- Exhibit A** is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  Digitally signed by Ricky Serna
Date: 2024.01.25 15:39:22 -07'00' Date: 1/25/24
Cabinet Secretary or Designee


Reviewed and approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:  Date: 1/18/2024
Assistant General Counsel

City of Santa Fe

By: John Blair Date: Jan 24, 2024
John Blair (Jan 24, 2024 17:36 CST)
John Blair, City Manager, signed pursuant to SFCC 11-4(F)(2)

ATTEST

By:  Date: Jan 25, 2024
GERALYN CARDENAS (Jan 25, 2024 08:45 MST)
GERALYN CARDENAS, Interim City Clerk
XIV

Approved as to form and legal sufficiency by the City's Attorney's Office.

By: Marcos Martinez Date: Jan 22, 2024
Marcos Martinez (Jan 22, 2024 13:41 MST)
Senior Assistant City Attorney

Approved for finances.

By: Emily K. Oster Date: Jan 24, 2024
Emily K. Oster (Jan 24, 2024 16:21 MST)
Finance Director

EXHIBIT A**2 CFR 200.331 Requirements****Federal Award Identification.**

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (UEI);	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 06/30/2025.
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$949,497
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A




CITY OF SANTA FE

Memorandum

Date: April 24, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director 
JR

RE: Wastewater rate adjustments

EXECUTIVE SUMMARY:

This bill would increase the rates for wastewater utility service for the next ten years. The average wastewater bill would increase about \$1 per month each year, going from \$21 per month in 2025 to \$29 per month in 2034.

BACKGROUND AND JUSTIFICATION:

In the past several years the Paseo Real Water Reclamation Facility (PRWRF) has experienced operational disruptions resulting in difficulties meeting water quality standards in effluent discharged to the lower Santa Fe River. As a result of these noncompliance events, The City received an Administrative Order from the federal Environmental Protection Agency in March of 2024 and an Administrative Compliance Order from the New Mexico Environment Department in May of 2024.

These disruptions have been addressed in the short term, and PRWRF has met E.coli discharge standards for more than 6 months, but a long-term solution is needed. That solution must address updates to ageing and in some cases obsolete infrastructure at PRWRF. This solution may take the form of a large rehabilitation, or a replacement of some or all plant components. Based on a recent study done at PRWRF by Carollo Engineering, the cost of rehabilitation is estimated to be on the order of 180 million dollars. Although the specific infrastructure solution decision is waiting on additional information gathering efforts currently underway, 180 million is assumed to be the minimum utility investment that will be required to achieve a long-term solution.

Current wastewater rates do not generate sufficient revenue to fund this capital investment need. Based on consultant analysis, staff recommend ten years of annual 4% increases to wastewater revenues starting as soon as possible to fund these improvements. Low interest loans are currently being put in place to fund a large portion of this investment, and the ability to secure and pay for the loans will require increased revenues. The result of this rate increase for an average wastewater user (2800 gallons wastewater generated per month) will be approximately \$1/month increase each year, taking the bill from \$21 per month in 2025 to \$29 per month in 2034.

ATTACHMENTS:

Bill
FIR

[bracketed material] = delete

underscored material = new

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-11

INTRODUCED BY:

Mayor Alan Webber
Councilor Romero-Wirth

A BILL

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

Section 1. Chapter 22, Exhibit A, Subsections 1 and 2, SFCC 1987 (being Ordinance 1997-16) are amended as follows:

1. Introduction.

The intent of this schedule is to consolidate in one document all information regarding sanitary sewer rates, fees and penalties. In addition, when applicable, formulas and procedures used to arrive at the different dollar figures have been shown in detail.

~~[Currently, the sewer rates, fees and penalties are scattered throughout Chapter 22 of the Code. This has in many instances caused confusion to those unfamiliar with the legal language and format of the Code.]~~

2. Noncompliance with Notice to Connect to Sewer (~~[Subs]~~ Section 22-3.5, SFCC 1987).

2.1. The amount expended by the city shall bear the interest rate of six percent per year from the completion of the work until paid.

	<u>Business Hours</u>	<u>After-hours Emergency</u>
<u>Effective Date</u>	<u>Charge per 2000 gallons or fraction thereof</u>	<u>Charge per each 2000 gallons or fraction thereof</u>
<u>September 14, 1992</u>	<u>\$41.05</u>	<u>\$110.82</u>
<u>July 1, 2025</u>	<u>\$42.69</u>	<u>\$115.25</u>
<u>July 1, 2026</u>	<u>\$44.40</u>	<u>\$119.86</u>
<u>July 1, 2027</u>	<u>\$46.18</u>	<u>\$124.66</u>
<u>July 1, 2028</u>	<u>\$48.02</u>	<u>\$129.64</u>
<u>July 1, 2029</u>	<u>\$49.94</u>	<u>\$134.83</u>
<u>July 1, 2030</u>	<u>\$51.94</u>	<u>\$140.22</u>
<u>July 1, 2031</u>	<u>\$54.02</u>	<u>\$145.83</u>
<u>July 1, 2032</u>	<u>\$56.18</u>	<u>\$151.66</u>
<u>July 1, 2033</u>	<u>\$58.43</u>	<u>\$157.73</u>
<u>July 1, 2034</u>	<u>\$60.76</u>	<u>\$164.04</u>

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3.[5]1. In accordance with the Gross Receipts and Compensating Tax Act, Section 7-9-4.1 NMSA 1978, [~~and effective July 1, 1996,~~] a surcharge of up to the Santa Fe county gross receipts taxation, [5-26] 6.875 percent in 2025 and adjusted accordingly, shall be imposed on each billing rendered in accordance with this section.

Section 3. Chapter 22, Exhibit A, Subsections 4 and 5 (being Ordinance 2003-19 § 14 and Ordinance 1997-16, respectively), SFCC 1987 are included for reference without changes:

4. Penalty for Violation of this Chapter.

4.1. Any person convicted of violating the provisions of this chapter shall be sentenced as provided by subsection 1-3.1 SFCC 1987. Fines shall not be less than two hundred fifty dollars (\$250.00) per violation. Each violation shall be a separate distinct offense.

5. Private Sewer Construction Permit Fee.

5.1. Fees for private sewer construction permits shall be assessed in the same manner as those fees established for sanitary sewer service connections.

Section 4. Chapter 22, Exhibit A, Subsection 6, SFCC 1987 (being Ordinance

1 **2003-19, § 15) is amended to read as follows:**

2 **6. Construction Inspection Fee.**

3 6.1. For each inspection made by the planning and land use department staff, the city shall
4 assess a fee of [~~forty~~] sixty dollars (~~[\$40.00]~~ \$60.00) per service connection. For a[A]ll
5 subsequent reinspections due to unacceptable construction or noncompliance with the City Code
6 or city regulations and standards, the city shall assess an additional inspection fee as described
7 above.

8 **Section 5. Chapter 22, Exhibit A, Subsection 7, SFCC 1987 (being Ordinance**
9 **2018-4, § 11) is amended to read as follows:**

10 **7. Wastewater Utility Expansion Charge (UEC).**

11 7.1. Except as set forth in Section 7.3, the wastewater utility expansion charge (UEC)
12 applies to customers within the corporate limits of the city of Santa Fe, New Mexico and to
13 customers in those areas outside the corporate limits to which wastewater service has been
14 authorized by action of the governing body of the city of Santa Fe as follows:

15 7.1.1. New customers connecting to the city's wastewater system; and

16 7.1.2. Existing customers if there is an increase in the number of dwelling units
17 or an increase in the size of the nonresidential water meter; however, the
18 charge shall reflect only the increase in the number of dwelling units or
19 the increase in the size of the meter.

20 7.2. Waiver of UEC fees shall comply with the following provisions:

21 7.2.1 The UEC shall be waived for the following:

- 22 A. Santa Fe Homes Program for-sale or for-rent units as defined in
23 Section 26-1 SFCC 1987;

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- B. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement;
- C. A low-priced dwelling unit as defined in Section 26-2 SFCC 1987;
- D. A qualifying project within the Midtown LINC Overlay District as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987.

7.2.2 The UEC may be waived at the discretion of the governing body for the following:

- A. A qualifying economic development project as defined in Subsection 11-11.4 SFCC 1987.

7.2.3. Application for waivers of the UEC shall be made at the time of application for a building permit. Applications shall be reviewed by the office of affordable housing.

7.3 The UEC shall be as follows:

7.3.1. Single-Family Detached Dwelling Unit or Accessory Dwelling Unit

As defined in Chapter 14 SFCC 1987.

(Heated Living Area)	Charge per unit
0 – 1,500 Sq. Ft.	\$499
1,501 – 2,000 Sq. Ft.	\$735
2,001 – 2,500 Sq. Ft.	\$911
2,501 – 3,000 Sq. Ft.	\$1,052
3,001 – 3,500 Sq. Ft.	\$1,169
3,501 – 4,000 Sq. Ft.	\$1,269
4,001 – 4,500 Sq. Ft.	\$1,357
4,501 or more Sq. Ft.	\$1,435

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<u>Single Family Detached Dwelling Unit or Accessory Dwelling Unit UEC Fee per year, per square feet</u>								
	<u>Heated Living Area in Square Feet (ft²)</u>							
<u>Effective Date</u>	<u>0-1500 ft²</u>	<u>1501 to 2000 ft²</u>	<u>2001 to 2500 ft²</u>	<u>2501 to 3000 ft²</u>	<u>3001 to 3500 ft²</u>	<u>3501 to 4000 ft²</u>	<u>4001 to 4500 ft²</u>	<u>4501 ft² and up</u>
<u>Sept. 14,1992</u>	<u>\$499</u>	<u>\$735</u>	<u>\$911</u>	<u>\$1,052</u>	<u>\$1,169</u>	<u>\$1,269</u>	<u>\$1,357</u>	<u>\$1,435</u>
<u>July 1, 2025</u>	<u>\$519</u>	<u>\$764</u>	<u>\$947</u>	<u>\$1,094</u>	<u>\$1,216</u>	<u>\$1,320</u>	<u>\$1,411</u>	<u>\$1,492</u>
<u>July 1, 2026</u>	<u>\$540</u>	<u>\$795</u>	<u>\$985</u>	<u>\$1,138</u>	<u>\$1,264</u>	<u>\$1,373</u>	<u>\$1,468</u>	<u>\$1,552</u>
<u>July 1, 2027</u>	<u>\$561</u>	<u>\$827</u>	<u>\$1,025</u>	<u>\$1,183</u>	<u>\$1,315</u>	<u>\$1,427</u>	<u>\$1,526</u>	<u>\$1,614</u>
<u>July 1, 2028</u>	<u>\$584</u>	<u>\$860</u>	<u>\$1,066</u>	<u>\$1,231</u>	<u>\$1,368</u>	<u>\$1,485</u>	<u>\$1,587</u>	<u>\$1,679</u>
<u>July 1, 2029</u>	<u>\$607</u>	<u>\$894</u>	<u>\$1,108</u>	<u>\$1,280</u>	<u>\$1,422</u>	<u>\$1,544</u>	<u>\$1,651</u>	<u>\$1,746</u>
<u>July 1, 2030</u>	<u>\$631</u>	<u>\$930</u>	<u>\$1,153</u>	<u>\$1,331</u>	<u>\$1,479</u>	<u>\$1,606</u>	<u>\$1,717</u>	<u>\$1,816</u>
<u>July 1, 2031</u>	<u>\$657</u>	<u>\$967</u>	<u>\$1,199</u>	<u>\$1,384</u>	<u>\$1,538</u>	<u>\$1,670</u>	<u>\$1,786</u>	<u>\$1,888</u>
<u>July 1, 2032</u>	<u>\$683</u>	<u>\$1,006</u>	<u>\$1,247</u>	<u>\$1,440</u>	<u>\$1,600</u>	<u>\$1,737</u>	<u>\$1,857</u>	<u>\$1,964</u>
<u>July 1, 2033</u>	<u>\$710</u>	<u>\$1,046</u>	<u>\$1,297</u>	<u>\$1,497</u>	<u>\$1,664</u>	<u>\$1,806</u>	<u>\$1,931</u>	<u>\$2,042</u>
<u>July 1, 2034</u>	<u>\$739</u>	<u>\$1,088</u>	<u>\$1,349</u>	<u>\$1,557</u>	<u>\$1,730</u>	<u>\$1,878</u>	<u>\$2,009</u>	<u>\$2,124</u>

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7.3.2. Multi-Family Dwelling Unit [~~-\$561 per unit~~].

Includes apartment, condominium, single-family_attached and residential studio units.

Multi-Family UEC Fee Schedule, per unit,	
<u>Effective Date</u>	<u>Multi-Family UEC Fee</u>
<u>September 14, 1992</u>	<u>\$561 per unit</u>
<u>July 1, 2025</u>	<u>\$583 per unit</u>
<u>July 1, 2026</u>	<u>\$607 per unit</u>
<u>July 1, 2027</u>	<u>\$631 per unit</u>
<u>July 1, 2028</u>	<u>\$656 per unit</u>
<u>July 1, 2029</u>	<u>\$683 per unit</u>
<u>July 1, 2030</u>	<u>\$710 per unit</u>
<u>July 1, 2031</u>	<u>\$738 per unit</u>
<u>July 1, 2032</u>	<u>\$768 per unit</u>
<u>July 1, 2033</u>	<u>\$798 per unit</u>
<u>July 1, 2034</u>	<u>\$830 per unit</u>

7.3.3. Mobile Home [~~Park Pad~~] Stand [~~-\$902 per unit~~].

Mobile Home Park Stand UEC Fee Schedule, Per Unit	
<u>Effective Date</u>	<u>Mobile Home Park Pad UEC Fee</u>
<u>September 14, 1992</u>	<u>\$902 per unit</u>
<u>July 1, 2025</u>	<u>\$938 per unit</u>
<u>July 1, 2026</u>	<u>\$976 per unit</u>
<u>July 1, 2027</u>	<u>\$1015 per unit</u>
<u>July 1, 2028</u>	<u>\$1055 per unit</u>
<u>July 1, 2029</u>	<u>\$1097 per unit</u>
<u>July 1, 2030</u>	<u>\$1141 per unit</u>
<u>July 1, 2031</u>	<u>\$1187 per unit</u>
<u>July 1, 2032</u>	<u>\$1234 per unit</u>
<u>July 1, 2033</u>	<u>\$1284 per unit</u>
<u>July 1, 2034</u>	<u>\$1335 per unit</u>

[Remainder of page left intentionally blank]

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7.3.4. Nonresidential (meter size) - Charge per meter.

$\frac{5}{8}'' \times \frac{3}{4}''$	\$876
1"	\$2,190
1½"	\$4,380
2"	\$7,008
3"	\$14,016
4"	\$21,900
6"	\$43,800
8"	\$70,080
10"	\$127,020

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Nonresidential Fee Schedule, per Meter, Based on Meter Size									
<u>Effective Date/ Meter Size</u>	$\frac{5}{8}'' \times \frac{3}{4}''$	<u>1"</u>	<u>1½"</u>	<u>2"</u>	<u>3"</u>	<u>4"</u>	<u>6"</u>	<u>8"</u>	<u>10"</u>
<u>Sept. 14, 1992</u>	<u>\$876</u>	<u>\$2,190</u>	<u>\$4,380</u>	<u>\$7,008</u>	<u>\$14,016</u>	<u>\$21,900</u>	<u>\$43,800</u>	<u>\$70,080</u>	<u>\$127,020</u>
<u>July 1, 2025</u>	<u>\$911</u>	<u>\$2,278</u>	<u>\$4,555</u>	<u>\$7,288</u>	<u>\$14,577</u>	<u>\$22,776</u>	<u>\$45,552</u>	<u>\$72,883</u>	<u>\$132,101</u>
<u>July 1, 2026</u>	<u>\$947</u>	<u>\$2,369</u>	<u>\$4,737</u>	<u>\$7,580</u>	<u>\$15,160</u>	<u>\$23,687</u>	<u>\$47,374</u>	<u>\$75,799</u>	<u>\$137,385</u>
<u>July 1, 2027</u>	<u>\$985</u>	<u>\$2,463</u>	<u>\$4,927</u>	<u>\$7,883</u>	<u>\$15,766</u>	<u>\$24,635</u>	<u>\$49,269</u>	<u>\$78,830</u>	<u>\$142,880</u>
<u>July 1, 2028</u>	<u>\$1,025</u>	<u>\$2,562</u>	<u>\$5,124</u>	<u>\$8,198</u>	<u>\$16,397</u>	<u>\$25,620</u>	<u>\$51,240</u>	<u>\$81,984</u>	<u>\$148,595</u>
<u>July 1, 2029</u>	<u>\$1,066</u>	<u>\$2,664</u>	<u>\$5,329</u>	<u>\$8,526</u>	<u>\$17,053</u>	<u>\$26,645</u>	<u>\$53,289</u>	<u>\$85,263</u>	<u>\$154,539</u>
<u>July 1, 2030</u>	<u>\$1,108</u>	<u>\$2,771</u>	<u>\$5,542</u>	<u>\$8,867</u>	<u>\$17,735</u>	<u>\$27,710</u>	<u>\$55,421</u>	<u>\$88,674</u>	<u>\$160,721</u>
<u>July 1, 2031</u>	<u>\$1,153</u>	<u>\$2,882</u>	<u>\$5,764</u>	<u>\$9,222</u>	<u>\$18,444</u>	<u>\$28,819</u>	<u>\$57,638</u>	<u>\$92,220</u>	<u>\$167,150</u>
<u>July 1, 2032</u>	<u>\$1,199</u>	<u>\$2,997</u>	<u>\$5,994</u>	<u>\$9,591</u>	<u>\$19,182</u>	<u>\$29,972</u>	<u>\$59,943</u>	<u>\$95,909</u>	<u>\$173,836</u>
<u>July 1, 2033</u>	<u>\$1,247</u>	<u>\$3,117</u>	<u>\$6,234</u>	<u>\$9,975</u>	<u>\$19,949</u>	<u>\$31,171</u>	<u>\$62,341</u>	<u>\$99,746</u>	<u>\$180,789</u>
<u>July 1, 2034</u>	<u>\$1,297</u>	<u>\$3,242</u>	<u>\$6,483</u>	<u>\$10,374</u>	<u>\$20,747</u>	<u>\$32,417</u>	<u>\$64,835</u>	<u>\$103,736</u>	<u>\$188,021</u>

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7.3.5. Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the charge.

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7.3.6. In the event that the development does not have a water meter, or the wastewater division director or developer believes the size of the water meter does not accurately reflect wastewater generation, the developer

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1 may submit or the director may require the submission of a study,
2 prepared by a professional engineer, to determine the charge listed in the
3 above table for the water meter that most closely matches the cost of
4 capital facilities to treat the biochemical oxygen demand that will be
5 generated by the proposed development.

6 7.4. The UEC shall be due prior to issuance of a building permit if the property is located
7 in the city limits and prior to obtaining a permit to connect to the sewer if the
8 property is located outside the city limits

9 7.5. Payments of wastewater utility expansion charges shall be deposited in an account
10 separate from other funds of the city.

11 **Section 6. Chapter 22, Exhibit A, Subsection 8 of SFCC 1987 (being Ordinance**
12 **2019-29) is amended to read as follows:**

13 **8. Sewer Service Charges.**

14 A. Connected to City Sewer

15 [~~1. Single Family Residential~~] Sewer Service Fees and Usage Fees [~~.Single family~~
16 ~~residential sewer service fees and usage fees shall apply if a sewer customer is~~
17 ~~served by city water and meets the single family service classification for water as~~
18 ~~set forth in Chapter 25 SFCC 1987] are determined by location and connection to
19 city or county utility water. If not served by city or county utility water, [~~single~~
20 ~~family residential~~] sewer service fees and usage fees shall apply based on the unit*
21 served by [where] the sewer connection [serves only one unit* for normal
22 domestic sewage].~~

23 [~~a. In city limits:~~

24 *[Remainder of page left intentionally blank]*

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Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2010	Connected to city water	\$5.85/unit*	\$3.58 per 1,000 gallons of water**
July 1, 2012	Not connected to city water	\$5.85/unit*	\$12.88/unit*

b. — *Inside presumptive city limits:*

Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2010	Connected to city water	\$5.85/unit*	\$3.84 per 1,000 gallons of water**
July 1, 2012	Not connected to city water	\$5.85/unit*	\$13.82/unit*.]

[e] a. In city limits and presumptive city limits and connected to city water:

[Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2019	Connected to County Water	\$7.53/unit*	\$4.64 per 1,000 gallons of water**
January 1, 2019	Not Connected to County Water	\$7.53/unit*	\$16.70/unit*.]

[Remainder of page left intentionally blank]

<u>Effective Date</u>	<u>Monthly Service Fee</u>	<u>Monthly Usage Fee</u>
<u>January 1, 2019</u>	<u>\$7.53/unit*</u>	<u>\$4.64 per 1,000 gallons water**</u>
<u>July 1, 2025</u>	<u>\$7.83/unit*</u>	<u>\$4.83 per 1,000 gallons water**</u>
<u>July 1, 2026</u>	<u>\$8.14/unit*</u>	<u>\$5.02 per 1,000 gallons water**</u>
<u>July 1, 2027</u>	<u>\$8.47/unit*</u>	<u>\$5.22 per 1,000 gallons water**</u>
<u>July 1, 2028</u>	<u>\$8.81/unit*</u>	<u>\$5.43 per 1,000 gallons water**</u>
<u>July 1, 2029</u>	<u>\$9.16/unit*</u>	<u>\$5.65 per 1,000 gallons water**</u>
<u>July 1, 2030</u>	<u>\$9.53/unit*</u>	<u>\$5.88 per 1,000 gallons water**</u>
<u>July 1, 2031</u>	<u>\$9.91/unit*</u>	<u>\$6.12 per 1,000 gallons water**</u>
<u>July 1, 2032</u>	<u>\$10.31/unit*</u>	<u>\$6.36 per 1,000 gallons water**</u>
<u>July 1, 2033</u>	<u>\$10.72/unit*</u>	<u>\$6.61 per 1,000 gallons water**</u>
<u>July 1, 2034</u>	<u>\$11.15/unit*</u>	<u>\$6.87 per 1,000 gallons water**</u>

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[d. ~~Outside presumptive city limits:~~

<i>Customer Wholesale Rate for Santa Fe County</i>			
<u>Effective Date</u>		<u>Monthly Service Fee</u>	<u>Monthly Usage Fee</u>
<u>January 1, 2019</u>	<u>Connected to county water</u>	<u>\$5.42/unit*</u>	<u>\$4.77 per 1,000 gallons of water***</u>
<u>January 1, 2019</u>	<u>Not connected to county water</u>	<u>\$5.42/unit*</u>	<u>\$17.17/unit*]</u>

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b. In city limits and presumptive city limits and not connected to city water:

<u>Effective Date</u>	<u>Monthly Service Fee</u>	<u>Monthly Usage Fee</u>
<u>January 1, 2019</u>	<u>\$7.53/unit*</u>	<u>\$16.70/unit*</u>
<u>July 1, 2025</u>	<u>\$7.83/unit*</u>	<u>\$17.37/unit*</u>
<u>July 1, 2026</u>	<u>\$8.14/unit*</u>	<u>\$18.06/unit*</u>
<u>July 1, 2027</u>	<u>\$8.47/unit*</u>	<u>\$18.78/unit*</u>
<u>July 1, 2028</u>	<u>\$8.81/unit*</u>	<u>\$19.53/unit*</u>
<u>July 1, 2029</u>	<u>\$9.16/unit*</u>	<u>\$20.31/unit*</u>
<u>July 1, 2030</u>	<u>\$9.53/unit*</u>	<u>\$21.12/unit*</u>
<u>July 1, 2031</u>	<u>\$9.91/unit*</u>	<u>\$21.96/unit*</u>
<u>July 1, 2032</u>	<u>\$10.31/unit*</u>	<u>\$22.84/unit*</u>
<u>July 1, 2033</u>	<u>\$10.72/unit*</u>	<u>\$23.75/unit*</u>
<u>July 1, 2034</u>	<u>\$11.15/unit*</u>	<u>\$24.70/unit*</u>

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~~[2. Multi Family Residential Sewer Service: The following sewer service fees and usage fees shall apply if a sewer customer is served by city water and meets the multi family residential service classification for water as set forth in Chapter 25 SFCC 1987. If not served by city water, multi family residential sewer service fees and usage fees shall apply where the sewer connection serves more than one unit* for normal domestic sewage.~~

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~~a. — In city limits and presumptive city limits:~~

Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2019		\$7.53/unit*	\$4.64 per 1,000 gallons of water**
January 1, 2019		\$7.53/unit*	\$16.70/unit*

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~~b. — Outside presumptive city limits:~~

<i>Customer Wholesale Rate for Santa Fe County</i>			
Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2019	Connected to county water	\$5.42/unit*	\$4.77 per 1,000 gallons of water**
January 1, 2019	Not connected to city water	\$5.42/unit*	\$17.17/unit*

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3. ~~Commercial Sewer Service: The following sewer service fees and usage fees shall apply where the water meter(s) serves a use not classified as single family residential or multi family residential sewer service set forth above or where service is provided for a combination of residential and commercial services.~~

a. *In city limits:*

Effective Date			Monthly Service Fee	Monthly Usage Fee
January 1, 2010		Connected to city water	\$5.85/unit*	\$3.58 per 1,000 gallons of water***
July 1, 2012		Not connected to city water	\$5.85/unit*	\$12.88/unit*

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b. *Inside presumptive city limits:*

Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2010	Connected to city water	\$5.85/unit*	\$3.84 per 1,000 gallons of water***
July 1, 2012	Not connected to city water	\$5.85/unit*	\$13.82/unit*

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c. *In city limits and presumptive city limits:*

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[Remainder of page left intentionally blank]

Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2019	Connected to city water	\$7.53/unit*	\$4.64 per 1,000 gallons of water***
January 1, 2019	Not connected to city water	\$7.53/unit*	\$16.70/unit*

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d. ~~Outside presumptive city limits:~~

<i>Customer Wholesale Rate for Santa Fe County</i>			
Effective Date		Monthly Service Fee	Monthly Usage Fee
January 1, 2019	Connected to county water	\$5.42/unit*	\$4.77 per 1,000 gallons of water***
January 1, 2019	Not connected to county water	\$5.42/unit*	\$17.17/unit*

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4. ~~Exceptions to Commercial Sewer Service. Mobile home parks; commercial greenhouses; churches; properties owned by the U.S. government, the state of New Mexico, the city of Santa Fe, the county of Santa Fe and the Santa Fe board of education; and state accredited private elementary and secondary schools and colleges shall not be considered commercial sewer services and shall be considered residential sewer service.]~~

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[5.] In the event that a proposed or existing commercial development does not have a water meter, or the wastewater division director, developer, or customer believes the water meter does not accurately reflect wastewater discharge, the developer or customer may submit, or the director may require the submission of, a study, prepared by a professional engineer, to determine whether installation of a wastewater discharge flow meter would more accurately measure wastewater by the development. Either the developer or customer shall pay for the

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1 installation of the wastewater discharge flow meter. Once the developer or
 2 customer dedicates the meter to the city, the city shall maintain the wastewater
 3 discharge flow meter.

4 B. Not Connected to City Sewer.

- 5 1. Accessible to city sewer system. (As defined in subsection 22-2.1 SFCC
 6 1987.)

Effective Date	Cost per unit*/lot
January 1, 2019	\$7.53 per unit* or if no unit* \$5.85 per lot
<u>July 1, 2025</u>	<u>\$7.83 per unit* or if no unit* \$6.08 per lot</u>
<u>July 1, 2026</u>	<u>\$8.14 per unit* or if no unit* \$6.32 per lot</u>
<u>July 1, 2027</u>	<u>\$8.47 per unit* or if no unit* \$6.57 per lot</u>
<u>July 1, 2028</u>	<u>\$8.81 per unit* or if no unit* \$6.83 per lot</u>
<u>July 1, 2029</u>	<u>\$9.16 per unit* or if no unit* \$7.10 per lot</u>
<u>July 1, 2030</u>	<u>\$9.53 per unit* or if no unit* \$7.38 per lot</u>
<u>July 1, 2031</u>	<u>\$9.91 per unit* or if no unit* \$7.68 per lot</u>
<u>July 1, 2032</u>	<u>\$10.31 per unit* or if no unit* \$7.99 per lot</u>
<u>July 1, 2033</u>	<u>\$10.72 per unit* or if no unit* \$8.31 per lot</u>
<u>July 1, 2034</u>	<u>\$11.15 per unit* or if no unit* \$8.64 per lot</u>

- 7
 8 2. Not accessible to city sewer system: No charge.

9 C. Taxes.

10 Billings under this schedule may be increased by an amount equal to the sum of
 11 taxes payable under the Gross Receipts and Compensating Tax Act and of all other
 12 taxes, fees, or charges payable by the city and levied or assessed by any
 13 governmental authority on the public utility service rendered, or on the right or

1 privilege of rendering the service, or on any object or event incidental to the
2 rendition of the service.

3 Notes:

4 * For each of the customer types described below, [U]“unit” means the following:

- 5 • For residential customers, i.e. customers that meet either the single-family or multi-
6 family service classifications for water, as set forth in Chapter 25 SFCC 1987: one room,
7 or rooms connected together, constituting a separate, independent housekeeping
8 establishment for owner occupancy, or rental or lease and physically separated from any
9 other rooms or residential units that may be in the same structure and containing
10 independent plumbing facilities. A residential unit may include, but is not limited to, a
11 single-family house, an apartment unit, condominium unit, mobile home, or a guest
12 house.
- 13 • For commercial customers, i.e. customers that do not meet either the single-family or
14 multi-family service classifications for water as set forth in Chapter 25 SFCC 1987: an
15 area constituting a separate, independent enterprise establishment for owner occupancy,
16 or rental or lease and physically separated from any other commercial units that may be
17 in the same structure and containing independent plumbing facilities.
- 18 • For both residential and commercial purposes, the term unit does not include a motel or
19 hotel unit or similar transient lodging or rest homes, nursing homes or similar
20 institutional facilities.

21 ** Shown on the water meter readings averaged for the months of December, January, and
22 February of the preceding year. If any of those three (3) months were a zero reading, the water
23 consumption for that month will not be used in the average. For example, if one month has a zero
24 read then the two months consumption will be added and then divided by two. In the case where

1 three zero reads were recorded for December, January, and February, then the previous year
 2 water usage will be used. In the event that the previous year also had three zero reads, then the
 3 wastewater management division director will estimate the average based on water usage history
 4 for that particular customer's residence or business. If any of those three months were a reading
 5 less than 1,000 gallons, the water consumption for that month shall be assumed to be 1,000. For
 6 example:

December		5,000g water consumption
January	0g water consumption, so	0 gallons assumed
February	900g water consumption, so	1,000 gallons assumed
Total (for the 3 months)		6,000 gallons water consumption
Average (Divide by two since one zero read)		3,000 gallons

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 8 *** Shown on the water meter reading for that utility billing cycle.

9 **Section 7. Chapter 22, Exhibit A, Subsection 12 of SFCC 1987 (being Ordinance**
 10 **2014-34, § 3) is amended to read as follows:**

11 **12. Extra-Strength Surcharge. See the definition of COD in subsection 22-2.1 and Section 22-**
 12 **10 for information related to the extra-strength surcharge.**

13 12.1. The Surcharge fee shall be equal to:

14 $0.9 \times (C-D) \times F \times cf \times L$, for users whose discharge has been tested, and

15 $0.9 \times (M-D) \times F \times cf \times L$, for users whose discharge has not been tested.

16 Where:

17 C = COD concentration in the user's discharge stream in milligrams per liter (mg/l).

18 D = Average domestic sewage COD concentration, established at 550 milligrams per liter
 19 (mg/l).

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F = Average water use in million gallons per month as shown in the water division records.

cf = 8.34. A factor to convert the units of milligrams to pounds per million gallons.

L = The mass based cost of providing air to remove the COD in wastewater. The cost has been established at the following costs:

Effective Date	Cost per pound
January 1, 2010	\$0.51
January 1, 2015	\$0.54
January 1, 2016	\$0.56
January 1, 2017	\$0.59
January 1, 2018	\$0.62
January 1, 2019	\$0.65
<u>July 1, 2025</u>	<u>\$0.68</u>
<u>July 1, 2026</u>	<u>\$0.71</u>
<u>July 1, 2027</u>	<u>\$0.74</u>
<u>July 1, 2028</u>	<u>\$0.77</u>
<u>July 1, 2029</u>	<u>\$0.80</u>
<u>July 1, 2030</u>	<u>\$0.83</u>
<u>July 1, 2031</u>	<u>\$0.86</u>
<u>July 1, 2032</u>	<u>\$0.89</u>
<u>July 1, 2033</u>	<u>\$0.93</u>
<u>July 1, 2034</u>	<u>\$0.97</u>

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M = Mean COD concentration in the user's sewage disposal as tested.

0.9 = Represents ninety percent of the water used through a water meter as being discharged into the sanitary sewer.

Or:

1 Monthly water usage x 0.00337*L = Amount of monthly surcharge fee.

2 12.2 The resampling fee shall be equal to: \$[75.00]100 and shall not be sampled more than
3 once per calendar year.

4 **Section 8. Chapter 22, Exhibit A, Subsection 13 of SFCC 1987 (being Ordinance**
5 **2007-18, § 4) is amended as follows:**

6 **13. Treated Effluent Rates.**

7 The rate for treated effluent shall be two dollars and five cents (\$2.05) per one thousand
8 (1,000) gallons of treated effluent or fifty percent (50%) of the [for] potable water as set forth in
9 Chapter 25 [XXV] SFCC 1987, whichever is more, plus administrative costs and applicable [state]
10 taxes. However, contract users of treated effluent who enter a recreational access agreement with
11 the city that allows for recreational access to their facilities for conduct of city parks or recreation
12 division authorized programs may be granted a discount of no more than seventy-five dollars
13 (\$75.00) per parks or recreation division maximum planned or actual authorized use for programs
14 that will be conducted at their facility at regular times and a credit of no more than seventy-five
15 dollars (\$75.00) per parks or recreation maximum planned or actual authorized use for programs
16 that will be conducted at regular intervals. The terms of such discounts or credits will be determined
17 on a case_by_case basis, and included in any such recreational access agreement. Any discount or
18 credit may only apply against total charges incurred during the same annual effluent delivery period
19 as the authorized program and shall never result in the contractor being credited more than fifty
20 percent (50%) of the total amount charged for treated effluent delivered during such period.

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

22 APPROVED AS TO FORM:

23 Erin McSherry
Erin McSherry (Apr 24, 2025 22:14 MDT)

24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2025/Bill No. 2025-11/Wastewater Utility Rate Updates*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: x Resolution:

Short Title(s): Wastewater Utility Rate Update

Sponsor(s): Mayor Alan Webber and Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director Date: April 21, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: *Erin McSherry* Date: 04/24/2025
Erin McSherry (Apr 24, 2025 22:14 MDT)

Reviewed by Finance Director: *Emily K. Oster* Date: 04/25/2025

Summary:

If this bill is adopted, the rates for wastewater utilities would increase 4% each year for ten years, beginning July 1, 2025.

Departments Affected:

Public Utilities Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the wastewater rates will remain unchanged, and the ability of the wastewater utility to meet water quality standards in the long term will be severely compromised. The credit rating of the wastewater utility could drop, and the City will be unable to secure NMED loans.

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

None at this time.

Performance and Administrative Implications:

Implementing the rate increases will require updates to utility billing software.

Fiscal Implications:

This rate increase is designed to generate revenue to support capital improvements at Paseo Real Water Reclamation Facility ("PRWRF").

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Operating</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

This bill would not automatically result in expenditures; however, the additional revenue from this rate increase will support a minimum of \$182 million in capital investment in the PRWRF over the next 5 years. The exact capital improvement solution has not been selected yet. Thus, the schedule of expenditure remains unknown. The first three years of a 5-year financial model for a rehabilitation project could include expenses of up to \$62 million in FY26, \$60 million in FY27, and another \$1 million in FY28.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	<u>\$0.55M</u>	<u>\$1.12M</u>	<u>\$1.72M</u>	<u>R</u>	<u>500</u>
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Revenues for FY 2026-2028 from financial model projections with 4% rate increase.

Signature:

Email:



CITY OF SANTA FE

Memorandum

Date: May 5, 2025

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

From: Alan Hook, Water Resources Coordinator Assistant ^{AGH}

Via: Jesse Roach, Interim Public Utilities Director ^{JR}
Jonathan Montoya, Interim Water Division Director

RE: Acceptance of Loan and Grant Funding from New Mexico Water Trust Board in the amount of \$5,500,000 for the Nichols Dam Repair Project, WPF-6316

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan as well as a grant between the New Mexico Finance Authority (“NMFA”) and the City of Santa Fe (“City”) in the total amount of five million, five-hundred thousand dollars (\$5,500,000) for the purpose of financing the cost of repairs to the Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars (\$2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars (\$3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City’s water utility enterprise fund.

BACKGROUND:

The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-12

INTRODUCED BY:

Mayor Alan Webber

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:
AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND
LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE
AUTHORITY (“NMFA”) AND THE CITY OF SANTA FE, NEW MEXICO (THE
“BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$5,500,000, INCLUDING A
LOAN IN THE AMOUNT OF \$2,200,000; EVIDENCING AN OBLIGATION OF THE
BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR
THE PURPOSE OF FINANCING THE COSTS OF REPAIRS TO THE NICHOLS DAM
OUTLET CONDUIT, INCLUDING SEALING OF CONDUIT JOINTS, CONDUIT
LINING, INSTALLATION OF FILTER DIAPHRAGM AROUND OUTLET CONDUIT,
INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER
DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE
AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY
FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE
BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT,

1 **TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS**
2 **SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND**
3 **OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING**
4 **ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH**
5 **THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN**
6 **CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT**
7 **AGREEMENT.**

8 Capitalized terms used in the following preambles have the same meaning as defined in
9 this Ordinance unless the context requires otherwise.

10 **WHEREAS,** the Borrower/Grantee is a legally and regularly created, established,
11 organized and existing home-rule municipality under the constitution and general laws of the State
12 of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 to -11, as amended, is a
13 qualifying entity under the Water Project Finance Act and is qualified for financial assistance as
14 determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the
15 Policies and the Act; and

16 **WHEREAS,** pursuant to the Board Rules, the Water Trust Board has recommended the
17 Project for funding as a Qualifying Project to the Legislature; and

18 **WHEREAS,** Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New
19 Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund;
20 and

21 **WHEREAS,** the Water Trust Board has recommended that the NMFA enter into and
22 administer the Loan/Grant Agreement in order to finance the Project; and

23 **WHEREAS,** the NMFA approved on August 29, 2024, that the Borrower/Grantee receive
24 financial assistance in the form of the Loan/Grant; and

25 **WHEREAS,** the Governing Body has determined and hereby determines that the Project

1 may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the
2 Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to
3 the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the
4 Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed
5 and delivered and that the funding of the Project take place by executing and delivering the
6 Loan/Grant Agreement; and

7 **WHEREAS**, the Governing Body has determined that it may lawfully enter into the
8 Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the
9 restrictions thereunder; and

10 **WHEREAS**, the Loan/Grant Agreement shall not constitute a general obligation of the
11 Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and
12 credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

13 **WHEREAS**, there have been presented to the Governing Body and there presently are on
14 file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement, which is
15 incorporated by reference as Attachment A, and considered to be a part hereof; and

16 **WHEREAS**, the Governing Body hereby determines that the Additional Funding Amount
17 is now available to the Borrower/Grantee to complete the Project; and

18 **WHEREAS**, the Borrower/Grantee has met or will meet prior to the first disbursement of
19 any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements
20 established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the
21 NMFA, including but not limited to the requirements of Executive Order 2013-006; and

22 **WHEREAS**, all required authorizations, consents and approvals in connection with (i) the
23 use of the Loan/Grant Amount for the purposes described, and according to the restrictions set
24 forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient,
25 together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution

1 and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of
2 this Ordinance, have been obtained or are reasonably expected to be obtained.

3 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE, NEW MEXICO:**

5 Section 1. Definitions. As used in this Ordinance, the following terms shall, for all
6 purposes, have the meanings herein specified, unless the context clearly requires otherwise (such
7 meanings to be equally applicable to both the singular and the plural forms of the terms defined);
8 and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

9 “ACH Authorization” means the authorization for direct payment to the NMFA by ACH
10 made by the Borrower/Grantee on the form required by the bank or other entity at which the account
11 is held, from which the Pledged Revenues will be paid.

12 “Act” means the general laws of the State, particularly the Water Project Finance Act,
13 NMSA 1978, Sections 7-24(a)11 to 7-24-(a)-11, and enactments of the Governing Body relating to
14 the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

15 “Additional Funding Amount” means the amount to be provided by the Borrower/Grantee
16 which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of
17 the Policies) which, in combination with the Loan/Grant Amount and other moneys available to
18 the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required
19 to complete the Project. The Additional Funding Amount is \$13,840,601.

20 “Administrative Fee” or “Administrative Fee Component” means an amount equal to one-
21 quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount,
22 taking into account both payments made by the Borrower/Grantee and hardship waivers of
23 payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant
24 Agreement.

25 “Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, City

1 Manager and City Clerk of the Borrower/Grantee.

2 “Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico
3 Water Trust Board, 19.25.10 NMAC.

4 “Borrower/Grantee” means the City of Santa Fe, New Mexico.

5 “Closing Date” means the date of execution and delivery of the Loan/Grant Agreement,
6 by the Borrower/Grantee and the NMFA.

7 “Completion Date” means the date of final payment of the cost of the Project.

8 “Conditions” has the meaning given to that term in the Loan/Grant Agreement.

9 “Eligible Items” means eligible Project costs for which grants and loans may be made
10 pursuant to NMSA 1978, Section 72-4A-7(C), as amended, of the Act, the Board Rules and
11 applicable Policies, and includes, without limitation, Eligible Legal Costs.

12 “Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

13 “NMFA” means the New Mexico Finance Authority.

14 “Generally Accepted Accounting Principles” means the officially established accounting
15 principles applicable to the Borrower/Grantee consisting of the statements, determinations and
16 other official pronouncements of the Government Accounting Standards Board, Financial
17 Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body
18 acceptable to the Lender/Grantor establishing accounting principles applicable to the
19 Borrower/Grantee.

20 “Governing Body” means the duly organized City Council of the Borrower/Grantee, or
21 any successor governing body of the Borrower/Grantee.

22 “Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant
23 pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal
24 more than \$3,300,000.

25 “Gross Revenues” has the meaning assigned to such term in Ordinance 2016-19 of the

1 Borrower/Grantee (the “Master Utility Ordinance”).

2 “Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this
3 entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which
4 such word is used.

5 “Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan
6 pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum
7 amount of \$2,200,000.

8 “Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to
9 the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the
10 Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and
11 shall not equal more than \$5,500,000.

12 “Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered
13 into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

14 “Net Revenues” means the Gross Revenues of the System minus Operation and
15 Maintenance Expenses.

16 “NMAC” means the New Mexico Administrative Code.

17 “NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended
18 and supplemented from time to time.

19 “Operation and Maintenance Expenses” means all reasonable and necessary current
20 expenses of the System, for any particular Fiscal Year or period to which such term is applicable,
21 paid or accrued, related to operating, maintaining and repairing the System, including, without
22 limiting the generality of the foregoing:

23 (a) legal and overhead expenses of the various City departments directly related and
24 reasonably allocable to the administration of the System;

25 (b) insurance premiums for the System, including, without limitation, premiums for

1 property insurance, public liability insurance and workmen's compensation insurance, whether or
2 not self-funded;

3 (c) premiums, expenses and other costs (other than required reimbursements of
4 insurance proceeds and other amounts advanced to pay Debt Service Requirements on System
5 Bonds) for Credit Facilities;

6 (d) Expenses other than Expenses paid from the proceeds of System Bonds;

7 (e) the costs of audits of the books and accounts of the System;

8 (f) amounts required to be deposited in the Rebate Fund;

9 (g) salaries, administrative expenses, labor costs, surety bonds and the cost of water,
10 materials and supplies used for or in connection with the current operation of the System; and

11 (h) any fees required to be paid under any operation, maintenance and/or management
12 agreement with respect to the System.

13 Operation and Maintenance Expenses do not include any allowance for depreciation,
14 payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund,
15 liabilities incurred by the City as a result of its negligence or other misconduct in the operation of
16 the System, any charges for the accumulation of reserves for capital replacements or any Operation
17 and Maintenance Expenses payable from moneys other than Gross Revenues.

18 "Ordinance" means this Ordinance as it may be supplemented or amended from time to
19 time.

20 "Pledged Revenues" means the Net Revenues of the System pledged to the payment of
21 the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant
22 Agreement and described in the Term Sheet.

23 "Project" means the project(s) described on the Term Sheet.

24 "Project Account" means the book account established by the NMFA in the name of the
25 Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the

1 Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account
2 shall be kept separate and apart from all other accounts of the NMFA.

3 “Qualifying Water Project” means a water project for (i) storage, conveyance or delivery
4 of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973
5 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and
6 management of watersheds; (v) flood prevention or (vi) water conservation or recycling,
7 treatment or reuse of water as provided by law; and which has been approved by the state
8 legislature pursuant to NMSA 1978, Section 72-4A-9(B), as amended.

9 “State” means the State of New Mexico.

10 “System” means the municipally owned public utility designated as the
11 Borrower/Grantee’s water utility system consisting of all properties, real, personal, mixed or
12 otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase,
13 condemnation, construction or otherwise, including all expansions, extensions, enlargements and
14 improvements of or to the water utility system, and used in connection therewith or relating thereto,
15 and any other related activity or enterprise of the Borrower/Grantee designated by the Governing
16 Body as part of the water utility system, whether situated within or without the limits of the
17 Borrower/Grantee.

18 “Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

19 “Useful Life” means the structural and material design life of the Project, including
20 planning and design features, as required by the Act and the Board Rules.

21 “Water Project Fund” means the fund of the same name created pursuant to the Act and
22 held and administered by the NMFA.

23 “Water Trust Board” or “WTB” means the water trust board created and established
24 pursuant to the Act.

25 Section 2. Ratification. All action heretofore taken (not inconsistent with the

1 provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee
2 directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues
3 to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the
4 Loan/Grant Agreement shall be, and the same hereby is, ratified, approved, and confirmed.

5 Section 3. Authorization of the Project and the Loan/Grant Agreement. The
6 acquisition and completion of the Project and the method of funding the Project through execution
7 and delivery of the Loan/Grant Agreement and the other documents related to the transaction are
8 hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and
9 the public whom it serves.

10 Section 4. Findings. The Governing Body hereby declares that it has considered all
11 relevant information and data and hereby makes the following findings:

12 A. The Project is needed to meet the needs of the Borrower/Grantee and the
13 public whom it serves.

14 B. Moneys available and on hand for the Project from all sources other than
15 the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but,
16 together with the Loan/Grant Amount, are sufficient to complete the Project.

17 C. The Project and the execution and delivery of the Loan/Grant Agreement
18 pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and
19 in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the
20 public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

21 D. The Borrower/Grantee will acquire and complete the Project with the
22 proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the
23 Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will
24 utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA
25 1978, Section 72-4A-7(A)(1), as amended.

1 E. Together with the Loan/Grant Amount, and other amounts available to the
2 Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and
3 in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

4 F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate
5 Project Account as a book account only on behalf of the Borrower/Grantee and financial records in
6 accordance with Generally Accepted Accounting Principles during the construction or
7 implementation of the Project.

8 G. The Borrower/Grantee has acquired title to or easements or rights of way
9 on the real property upon which the Project is being constructed or located as provided in the
10 Loan/Grant Agreement.

11 Section 5. Loan/Grant Agreement—Authorization and Detail.

12 A. Authorization. This Ordinance has been adopted by the affirmative vote
13 of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public
14 health, conserving the property, and protecting the general welfare and prosperity of the constituent
15 public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby
16 declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement
17 evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$3,300,000 and borrowing
18 the Loan Amount of \$2,200,000 to be utilized solely for Eligible Items necessary to complete the
19 Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant
20 Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall
21 use the Loan/Grant Amount to finance the acquisition and completion of the Project.

22 B. Detail. The Loan/Grant Agreement shall be in substantially the form of
23 the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance
24 was adopted. The Grant shall be in the amount of \$3,300,000 and the Loan shall be in the amount
25 of \$2,200,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid

1 principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one
2 percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account
3 both payments made by the Borrower/Grantee and hardship waivers of payments granted to the
4 Borrower/Grantee.

5 Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant
6 Agreement as presented at the meeting of the Governing Body at which this Ordinance was
7 adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute,
8 acknowledge, and deliver the Loan/Grant Agreement with such changes, insertions, and omissions
9 as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized
10 to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be
11 conclusive evidence of such approval.

12 Section 7. Security. The Loan Amount and Administrative Fee shall be solely
13 secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant
14 Agreement.

15 Section 8. Disposition of Proceeds: Completion of the Project.

16 A. Project Account. The Borrower/Grantee hereby consents to creation of the
17 Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited
18 to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and
19 complete the Project in compliance with applicable law and the provisions of the Loan/Grant
20 Agreement.

21 B. Completion of the Project. The Borrower/Grantee shall proceed to
22 complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee
23 shall execute a certificate stating that completion of and payment for the Project has been
24 completed. Following the Completion Date or the earlier expiration of the time allowed for
25 disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance

1 remaining in the Project Account shall be transferred and deposited into the Water Project Fund or
2 otherwise distributed as provided in the Loan/Grant Agreement.

3 C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived
4 from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant
5 Agreement. The NMFA shall not in any manner be responsible for the application or disposal by
6 the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of
7 any other funds held by or made available to the Borrower/Grantee in connection with the Project.
8 NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any
9 portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for
10 disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement
11 of the Loan/Grant Amount.

12 Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the
13 Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee
14 directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an
15 amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to
16 cure any deficiencies in the payment of the Loan Amount or other amounts due under the
17 Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH
18 authorization agreement for the purpose of making regular electronic payments of the Loan Amount
19 and Administrative Fee, if at any applicable point in time during the Agreement Term the
20 Borrower/Grantee desires to use such payment method for the purposes of the Loan.

21 Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement,
22 the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged
23 Revenues subordinate to the lien thereon of all other liens thereon present and future, except that
24 the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the
25 Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act,

1 shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

2 Section 11. Authorized Officers. Authorized Officers are hereby individually
3 authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits
4 and other documents and to do and cause to be done any and all acts and things necessary or proper
5 for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated
6 hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things
7 required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and
8 complete performance of all the terms, covenants and agreements contained in this Ordinance and
9 the Loan/Grant Agreement including but not limited to, the execution and delivery of closing
10 documents in connection with the execution and delivery of the Loan/Grant Agreement.

11 Section 12. Amendment of Ordinance. This Ordinance after its adoption may be
12 amended without receipt by the Borrower/Grantee of any additional consideration. On and after the
13 Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any
14 additional consideration, but only with the prior written consent of the NMFA.

15 Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been
16 executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due
17 under the Loan/Grant Agreement shall be fully discharged, as herein provided.

18 Section 14. Severability Clause. If any section, paragraph, clause or provision of this
19 Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or
20 unenforceability of such section, paragraph, clause or provision shall not affect any of the
21 remaining provisions of this Ordinance.

22 Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts
23 thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This
24 repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof,
25 heretofore repealed.

1 Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded
2 in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the
3 Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect
4 thereafter, in accordance with law; provided, however, that if recording is not required for the
5 effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance
6 by the Governing Body.

7 Section 17. General Summary for Publication. Pursuant to the general laws of the
8 State, the title and a general summary of the subject matter contained in this Ordinance shall be
9 published in substantially the following form:

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

11
12 APPROVED AS TO FORM:

13
14 Marcos Martinez
15 [Marcos Martinez \(May 9, 2025 11:24 MDT\)](#)
ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2025/Bills/2025-12(B)/Authorization of Loan and Grant for Nichols Dam Repair Project*

\$5,500,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

July 25, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated **July 25, 2025**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA” or “Lender/Grantor”), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the “Borrower/Grantee”).

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “NMFA Act”); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow \$2,200,000 from the Lender/Grantor and to accept a grant in the amount of \$3,300,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2023 and January 22, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the “Master Water Utility Ordinance”) unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$13,840,601.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$3,300,000.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Hardship Waiver” means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the New Mexico Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$2,200,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$5,500,000.

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“Net Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee’s general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

“Ordinance” means the Borrower/Grantee’s Ordinance No. _____, adopted by the Governing Body on June 11, 2025, authorizing the acceptance of the Loan/Grant, approving this

Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “B” hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the municipally owned public utility designated as the Borrower/Grantee’s water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial

capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to

complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water

Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of

this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged

Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available

funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the Office of the State Engineer prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by

the NMFA of a requisition substantially in the form of Exhibit “C” attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee’s project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee’s requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit “D” hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit “E” attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

**ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS**

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State’s risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any

portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated

in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

- (c) Cease disbursing any further amounts from the Project Account;
- (d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;
- (f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or
- (g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;
- (h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or
- (i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other

party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By _____
Susan G. Pittard, Associate Counsel

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
[Marcos Martinez \(May 9, 2025 08:56 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

EXHIBIT "A"

TERM SHEET

**\$5,500,000 WATER PROJECT FUND LOAN/GRANT TO THE
CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO**

Project Description: The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of constructing repairs to Nichols Dam outlet conduit including sealing conduit joints, conduit lining and installing filter diaphragm around outlet conduit, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.

Grant Amount: \$3,300,000

Loan Amount: \$2,200,000

Pledged Revenues: "Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.

Outstanding Senior Obligations for Pledged Revenues: City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696[, NMED Loan CWSRF 140]

Outstanding Parity Obligations:

Authorizing Legislation: Borrower/Grantee Ordinance No. _____, adopted June 11, 2025

Additional Funding Amount: \$13,840,601

Closing Date: July 25, 2025

Project Account Amount: \$5,500,000

Expense Account Deposit: \$0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT “B”

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$5,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316 Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____
TOTAL REQUIRED MATCH: \$13,840,601

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$5,500,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316

Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW
MEXICO

By: _____

Its: _____

EXHIBIT “F”

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025
2. Ordinance No. _____ adopted on June 11, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate (to be executed prior to construction funding)
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Acceptance of a loan and grant for \$5.5 Million Dollars for Nicols Dam Repair Project

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator **Date:** 4/23/2025

Phone: (505) 955-4205

Reviewed by City Attorney: *Marcos Martinez* **Date:** 05/09/2025
Marcos Martinez (May 9, 2025 11:24 MDT)

Reviewed by Finance Director: *Emily K. Oster* **Date:** _____

Summary:

This bill would authorize the execution and delivery of both a water project fund loan as well as a grant between the New Mexico Finance Authority (“NMFA”) and the City of Santa Fe (“City”) in the total, combined amount of five million, five-hundred thousand dollars (\$5,500,000) for the purpose of financing the cost of repairs to Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars (\$2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars (\$3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City’s water utility enterprise fund. The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

Departments Affected:

Public Utilities Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City will not authorize the water project funds for a total of five million five hundred thousand dollars (\$5,500,000) in the form of a loan in the amount of two million, two hundred thousand dollars (\$2,200,000) and a grant in the amount of three million, three hundred thousand dollars (\$3,300,000). Without these funds, the City will need to utilize cash reserves, putting pressure on the water utility to raise rates, impacting water utility customers. The project is necessary for the continued operation of Nichols Dam & Reservoir and for the safety of a High Hazard Dam above the city of Santa Fe.

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

Resolution 2023-43 approved the application for Water Trust Board funding, and Resolution 2023-32 identified Project ID #33721, “Nichols Outlet Rehabilitation Project”, as a City priority on its Infrastructure

Capital Improvement Plan.

Performance and Administrative Implications:

Water Division staff will submit contractor invoices for reimbursement toward construction of the Nichols Dam Repair Project. Staff will also be required to submit quarterly compliance reports on the progress of the final completion of the project within two years.

Fiscal Implications:

If this bill is adopted, the City will accept funds from NMFA in the total amount of five million, five hundred thousand dollars (\$5,500,000) for the purpose of making necessary repairs to the Nichols Dam outlet conduit. These funds take the form of two agreements—a loan for two million, two hundred thousand dollars (\$2,200,000) and a grant for three million, three hundred thousand dollars (\$3,300,000). The loan agreement is to be paid back within twenty years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ 2,200,000	\$ _____		NR	505	
<u>Professional Services</u>		_____					
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ 2,200,000	\$ _____				\$ 2,200,000

Expenditure Narrative:

The loan repayment begins after closing of the loan/grant agreement in July, 2025, and repayment will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the \$2,200,000 portion of the loan debt.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ 3,300,000	\$ _____	NR	505
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Should the Governing Body adopt this resolution, the City will receive three million three-hundred thousand dollars (\$3,300,000) grant funding to support water project funds toward the Nichols Dam Repair Project.

Signature: 

Email: jdroach@santafenm.gov

Signature:

Email: