

CITY CLERK'S OFFICE

DATE 9/28/17 TIME 5:02 PM

City of Santa Fe, NM

SERVED BY Carolynn Raskal

Regular Committee

RECEIVED BY [Signature]

Monday, October 02, 2017

05:00 PM – Finance Committee

Council Chambers

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF CONSENT AGENDA

5. APPROVAL OF MINUTES

Regular Finance Committee Meeting - September 5, 2017

Item 5a.pdf

6. CONSENT AGENDA

- a) Request for Approval of Professional Services Agreements in the Total Amount of \$85,000, Inclusive of NMGRT, for Services Related to the Collaborative Arts Marketing Program; Various Vendors. (Jackie Camborde)

Item 6a.pdf

- b) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$40,869, Inclusive of NMGRT, for Additional Design Services, GCCC HVAC Equipment Replacement-CIP #507H; WHPacific. (Jason Kluck)

Request for Approval of Budget Amendment for \$40,870

Item 6b.pdf

- c) Request for Approval of Professional Services Agreement in the Amount of \$5,000 for Towing Services for Santa Fe Trails; Anaya's Wrecker Service. (Lois Amador)

Item 6c.pdf

- d) Request for Approval of Amendment No. 1 to Professional Services Agreement in the Amount of \$119,632.76, Plus NMGRT, for Construction Management Services; Louis Berger Group, Inc. (Leroy Pacheco)

Item 6d.pdf

- e) Request for Approval of a Resolution Requesting that the New Mexico Environment Department Rescind the Revised Los Alamos National Labs Cleanup Order and Halt any Planned Expanded Plutonium Pit Production Until Safety and Cleanup Issues are Resolved; Requesting that the United States Department of Energy Improve Surface and Groundwater Monitoring and Reconsider the Plutonium Pit Production Mission at Los Alamos National Laboratory; and Directing the City Clerk to Transmit Copies of This Resolution to Associated Parties. (Councilor Villarreal and Councilor Maestas) (Jesse Guillen)

Committee Review:

Finance Committee (postponed)	08/21/17
Finance Committee (postponed)	09/18/17
Public Works Committee (approved)	09/25/17
City Council	10/11/17

Fiscal Impact: None

Item 6e.pdf

- f) Request for Approval of a Resolution Directing City Staff to Prepare Undeveloped City-Owned Real Property Located at the Northeast Corner of Yucca Street and West Zia Road for Donation to a Qualified Grantee as Defined by the New Mexico Affordable Housing Act for the Development of a Multi-Family Residential Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Councilor Ives) (Matthew O'Reilly)

Committee Review:

Public Works Committee	10/10/17
City Council	10/11/17

Fiscal Impact:

\$13,000 for Costs Associated with Survey Platting, a Traffic Study, and Posting/Advertising of the Future Land Use Map Amendment and Rezoning Applications.

Item 6f.pdf

- g) Request for Approval of a Resolution Directing the City Manager to Have Public Utilities Staff Identify and Apply for Federal and State Funding Sources for Water, Wastewater and Other Water Related Projects. (Councilor Maestas) (Alan Hook)

Committee Review:

Public Utilities Committee (scheduled)	10/04/17
City Council (scheduled)	10/11/17

Fiscal Impact: None

Item 6g.pdf**7. DISCUSSION**

- a) Request for Discussion and Approval of Draft 2017 Annual Action Plan Including Substantial Amendment to Update 2017-2018 CDBG Funding Amount of \$530,468. (Alexandra Ladd)

Item 7a.pdf**MATTERS FROM THE COMMITTEE****MATTERS FROM STAFF****EXECUTIVE SESSION****ADJOURN**

**City Finance Committee
INDEX
MEETING OF October 2, 2017**

Item	Description	Page
Cover Page		0
Call to Order	The City Finance Committee was called to order at 5:03 p.m. by Councilor Dominguez, Chair in the City Council Chambers.	1
Roll Call	A quorum was present as reflected in roll call.	1
Approval of the Agenda	Councilor Ives moved to approve the agenda as presented with a second from Councilor Harris which passed by voice vote	1
Approval of Consent Agenda	Councilor Ives asked to pull items 6 e) and join as a co-sponsor on item 6 g). Councilor Villarreal did not pull any items. Councilor Lindell asked to pull item c). Councilor Harris asked to pull items 6 a), b), d) and f)	1
	Councilor Harris moved to approve the consent agenda with a second from Councilor Lindell which passed by voice vote.	1
Approval of Minutes-September 5,2017	Councilor Lindell moved to approve the minutes from September 5, 2017 as presented with a second from Councilor Ives which passed by voice vote.	2
Consent Agenda:		
a.) Request for Approval of Professional Services in the Total Amount of \$85,000 Inclusive of NMGR, for Services Related to the Collaborative Arts Marketing Program; Various Vendors.	Councilor Harris moved to approve this item with second from Councilor Villarreal which passed by voice vote.	2
b.) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$40,869 inclusive of NMGR for Additional Design Services, GCCC HVAC Equipment Replacement-CIP#507H WH Pacific Request for Approval of Budget Amendment for \$40,870	Councilor Harris moved to approve this item with a second from Councilor Ives which passed by voice vote.	2,3
c.) Request for Approval of Professional Services Agreement in the Amount of \$5,000 for Towing Services for the Santa Fe Trails; Anaya's Wrecker Services	Councilor Lindell moved to postpone this item when they have more information with a second from Councilor Ives which passed by voice vote.	4,5

d.) Request for Approval of Amendment No. 1 to Professional Services Agreement in the Amount of \$119,632.76 plus NMGR for Construction Management Services Louis Berger Group, Inc.	Councilor Harris moved to postpone this item until there is a full review of the financials with a second from Councilor Lindell which passed by voice vote.	5,6
e.) Request for Approval of a Resolution that the New Mexico Environment Department Rescind the Revised Los Alamos National Labs Cleanup Order and Halt any Planned Expanded Plutonium Pit Production Until Safety and Cleanup Issues are Resolved; Requesting that the USDOE Improve Surface and Groundwater Monitoring and Reconsider the Plutonium Pit Production Mission at Los Alamos National Laboratory; and Directing the City Clerk to Transmit Copies of this Resolution to Associated Parties.	Councilor Villarreal moved to approve the Resolution with the amendments in the packet (the substitute Resolution) with some changes and BDD language relevant to the MOU and will add "whereas" language with a second from Councilor Lindell which passed by voice vote.	6,7
f.) Request for Approval of a Resolution Directing City Staff to Prepare Undeveloped City-Owned Property located at the Northeast Corner of Yucca Street and West Zia Road for Donation to a Qualified Grantee as Defined by the New Mexico Affordable Housing Act for the Development of a Multi-Family Residential Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act.	Councilor Ives moves to approve this item with a second from Councilor Lindell. Roll Call Vote: Chair Dominguez YES, Councilor Ives YES, Councilor Villarreal YES, Councilor Lindell YES, Councilor Harris NO. Vote passes.	7-10
g.) Request for Approval of a Resolution Directing the City Manager to Have Public Utilities Staff Identify and Apply for Federal and State Funding Sources for Water, Wastewater and other Water Related Projects.	This item passed on Consent. Councilor Ives would like to be added as a co-sponsor.	10
Discussion: a.) Request for Discussion and Approval of Draft 2017 Annual Action Plan Including Substantial Amendment to Update 2017-2018 CDBG Funding Amount of \$503,468	Councilor Villarreal moved to approve this item with a second from Councilor Ives which passed by voice vote.	11,12
MATTERS FROM THE COMMITTEE	Discussion Only	12
MATTERS FROM STAFF	Discussion Only	12
EXECUTIVE SESSION	There was not an executive session needed.	12
ADJOURN	There being no further business to come before the City Finance Committee the meeting was adjourned at 7:13 p.m.	12
SIGNATURES		12

City Finance Committee
Monday October 2, 2017
City Council Chambers, 201 Lincoln Ave.

1. CALL TO ORDER

The City Finance Committee was called to order at 5:03 p.m. by Councilor Dominguez, Chair in the City Council Chambers. A quorum was present as reflected in roll call.

2. ROLL CALL

Councilor Dominguez, Chair
Councilor Villarreal
Councilor Ives
Councilor Harris
Councilor Lindell

Others Present:

Adam Johnson, Finance Director
Debra Garcia y Griego, Santa Fe Arts Commission
Jason Kluck, Project Manager
Keith Wilson, Transit Department
Leroy Pacheco, City of Santa Fe
Matthew O'Reilly, City of Santa Fe Asset Manager
Alexandra Ladd, Special Projects Manager
Linda Vigil, Stenographer

3. APPROVAL OF AGENDA

MOTION: Councilor Ives moved to approve the agenda as presented with a second from Councilor Harris which passed by voice vote

4. APPROVAL OF CONSENT AGENDA

Councilor Ives asked to pull items 6 e) and join as a co-sponsor on item 6 g).
Councilor Villarreal did not pull any items.
Councilor Lindell asked to pull item c).

Councilor Harris asked to pull items 6 a), b), d) and f)

MOTION: Councilor Harris moved to approve the consent agenda with a second from Councilor Lindell which passed by voice vote.

5. APPROVAL OF MINUTES FROM SEPTEMBER 5, 2017

MOTION: Councilor Lindell moved to approve the minutes from September 5, 2017 as presented with a second from Councilor Ives which passed by voice vote.

6. CONSENT AGENDA

- a.) Request for Approval of Professional Services in the Total Amount of \$85,000 Inclusive of NMGR, for Services Related to the Collaborative Arts Marketing Program; Various Vendors.

Councilor Harris praised Ms. Camborde for getting the insurance coverage and waivers. Previously there was not any and there had not been the email back up not there is now. (See Item 6a)

Ms. Garcia y Griego explained the lodger's tax for the arts is under a business unit. Councilor Harris asked if there was a balance left. Ms. Garcia y Griego stated there may be a balance of \$100,000 but the rest has been encumbered. Mr. Johnson stated it is included in the budget.

MOTION: Councilor Harris moved to approve this item with second from Councilor Villarreal which passed by voice vote.

DISCUSSION: Councilor Lindell thanked the Arts Commission staff for the detailed proposal she asked for previously. Councilor Lindell asked if they always ask the grantee for their race.

Ms. Garcia Y Griego explained it is a ghost smart system that is used across the country and they have no control what questions it required. It is unchangeable.

- b.) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$40,869 inclusive of NMGR for Additional Design Services, GCCC HVAC Equipment Replacement-CIP#507H WH Pacific Request for Approval of Budget Amendment for \$40,870

Chair Dominguez asked why there was a difference in the amounts. (See Item 6b)

Councilor Harris states he sees the scope of work is identified and line items were reasonable. He likes that there is "construction administration" included. Councilor Harris would like to speak to Nick Schiavo at Public Works to identify those costs earlier on in the process. Do they have a fee schedule for the engineers and architects work?

Mr. Kluck explained that every project is unique, they do not have one set up. It is usually started with a budget and costs and then the design fee.

Councilor Harris asked if there is a percentage just for design or can you included it? Mr. Kluck states it always done that way and the percentage would not be included.

Councilor Harris states this is a smaller job and is reasonable. At some point he asked the Committee to sit with staff and discuss the fee structure to have it identified earlier on.

Mr. Kluck states most projects that have the state price agreements have that built in.

Councilor Harris asked if Councilor Ives has seen it at Public Works. Councilor Ives states he may have seen it but doesn't recall any particular project.

Councilor Harris didn't see a price discrepancy.

Chair Dominguez explained it is different in the caption than in the memo.

Mr. Johnson explained the budget adjustment is a rounded amount it drops the cents. The memo needs to be changed.

Chair Dominguez states as long as it matches. Mr. Johnson explained that they will have to check the purchase order to see if it is active and sub ledger it so the system can move it to the proper fiscal year.

Chair Dominguez wants to be assured there are checks and balances to make sure it is all accounted for.

Mr. Johnson states the form that is used for BAR's is in adobe acrobat form. The process is it gets created and then reviewed and approved into the system. Chair Dominguez asked if there was a better way to avoid human error.

Mr. Johnson explained fewer steps would decrease error. The new system would originate and route the document instead of having a paper amendment. The system will be running next year.

Councilor Harris the problems at the GCC are long standing and hopefully the package will resolve it. Councilor Harris asked Mr. Kluck if he is ok to review the project.

Mr. Kluck states he was the project manager on another project at the natatorium when there was condensation and air pressure problems. There are engineers assisting.

MOTION: Councilor Harris moved to approve this item with a second from Councilor Ives which passed by voice vote.

- c.) Request for Approval of Professional Services Agreement in the Amount of \$5,000 for Towing Services for the Santa Fe Trails; Anaya's Wrecker Services

Councilor Lindell asked why they are seeing this item, is it because there is a contract that exceeds with the vendor. (See Item 6c)

Mr. Wilson states it has reached its limit.

Mr. Johnson explained this company has a contract like others with the Police Department.

Councilor Lindell asked how much the contract is for and for how long. Mr. Johnson believes it is a four year term. Councilor Lindell is curious what the total is annually. Councilor Ives asked if this could this be an instance of a vendor who is in the system more than once.

Mr. Johnson states it could be possible that if it exceeds it based on staff's review of the contracts in place.

Councilor Harris asked about the request to waive insurance, and is not sure whose initials from Risk Management are on the first page. The Arts Commission waiver had Risk Management and the City Manager, this one does not.

Mr. Johnson states he will have to see if there is a signed copy. Councilor Harris states there is no reason not to move it forward, just clean it up.

Councilor Lindell expressed her concern that quotes were not obtained. She would like to review more information.

MOTION: Councilor Lindell moved to postpone this item when they have more information with a second from Councilor Ives which passed by voice vote.

DISCUSSION: Chair Dominguez asked if there was any urgency. Mr. Wilson explained they only tow once or twice a year they have their own truck but they need it for the larger buses.

- d.) Request for Approval of Amendment No. 1 to Professional Services Agreement in the Amount of \$119,632.76 plus NMGR for Construction Management Services Louis Berger Group, Inc.

Councilor Harris asked if Mr. Pacheco created the spreadsheet he asked him for. (See Item 6d and Exhibit A)

Mr. Pacheco explained the timeline will show how the project is impacted. The overall budget shows the status of funds. The last one payments to Vital don't reflect the work. Mr. Pacheco explained 62% of the work has been paid for.

Mr. Pacheco presented before and after photos to show the site. (See Exhibit B)

Councilor Harris would've liked to have it as part of the package. The budget allocation after the adjustments for contingency on landscaping. Councilor Harris would like to know totals.

Councilor Harris thinks this item should be postponed. Councilor Harris asked how many staff hours are included in the project. Mr. Pacheco does not record his time. Councilor Harris states that needs to change. Councilor Harris asked if there are other categories not listed.

Mr. Pacheco states typically there is the right of way acquisition and he doesn't believe they purchased any rights for this project.

Councilor Harris wants a complete answer, he would like to know those totals. The amount for construction administration is nearly 10% of the project.

Mr. Pacheco stated there was a traffic control study which was negotiated by the team.

Councilor Harris asked for any other any additional costs. They need to have a better understanding of the amount and back up while looking at their contract.

Mr. Pacheco states this is not a claim this contract went out to RFP it was bid on through the procurement process. It is federally funded in order for the City to get reimbursed there is a complex process to it. There is management, this is a contract and there has been time spent through the process they have done a good job with the process and progress for public safety. The amendment is for the amount to be able to finish the project as foreseen. Then the value of work needs to be done.

Councilor Harris asked if the Federal dollars are fixed. Mr. Pacheco states they have been audited twice and will be audited again soon, he is happy to get the detail. Once they send a reimbursement request they have to get a lot of work to get the money back.

Councilor Harris states he would like to see a better explanation that they are getting more value.

MOTION: Councilor Harris moved to postpone this item until there is a full review if the financials with a second from Councilor Lindell which passed by voice vote.

DISCUSSION: Chair Dominguez asks that Councilor Harris works together with staff to get that information.

- e.) Request for Approval of a Resolution that the New Mexico Environment Department Rescind the Revised Los Alamos National Labs Cleanup Order and Halt any Planned Expanded Plutonium Pit Production Until Safety and Cleanup Issues are Resolved; Requesting that the USDOE Improve Surface and Groundwater Monitoring and Reconsider the Plutonium Pit Production Mission at Los Alamos National Laboratory; and Directing the City Clerk to Transmit Copies of this Resolution to Associated Parties.

Chair Dominguez explains he will support this item. (See Item 6e). Councilor Villarreal explained the caption has been revised all members got the changes and revision. It keeps showing as the old caption.

Chair Dominguez states they can postpone it, so that the public is notified correctly.

Mr. Johnson states it is correct in the packet. The Legislative summary shows the change as well as the action sheet.

Councilor Villarreal has seen it happen before even in Council, it is correct in the packet.

Chair Dominguez states they can hear it but it has to be changed before the next Council Meeting.

Councilor Ives explained the MOU that will be discussed at the next BDD meeting. Perhaps they can reference Groundwater issues. He invited any Councilor that is interested to attend the meeting if they have input.

Councilor Villarreal states they removed a portion of it to mention the MOU. They want to make sure the monitoring is on their radar.

Councilor Ives explains that it expands to surface waters, he appreciates all the efforts trying to get the message out.

Councilor Villarreal has been waiting for input from Councilor Ives to help with the wording to make sure they aren't budding up with the BDD MOU. She doesn't want to delay it because of the language. Councilor Villarreal is willing to sit down and work on the language together before the City Council meeting.

Councilor Ives states he has met and made changes with his input. He is more than happy to work on the language, he met separately with some community members who have an interest.

Councilor Harris appreciates the changes that were started with the two Resolutions. They should add #8 the casings for the pit production. The only other thing he proposes is a "whereas" that acknowledges the MOU that is in the BDD Packet. It is important to acknowledge it in the Resolution

Councilor Villarreal suggests if they are going to vote on it, instead of referencing it they can add language after the MOU is approved at the BDD meeting next week.

Councilor Harris thanked her for looking at the safety issues.

MOTION: Councilor Villarreal moved to approve the Resolution with the amendments in the packet (the substitute Resolution) with some changes and BDD language relevant to the MOU and will add "whereas" language with a second from Councilor Lindell which passed by voice vote.

- f.) Request for Approval of a Resolution Directing City Staff to Prepare Undeveloped City-Owned Property located at the Northeast Corner of Yucca Street and West Zia Road for Donation to a Qualified Grantee as Defined by the New Mexico Affordable Housing Act for the Development of a Multi-Family Residential Low-Income Housing Tax Credit Project Pursuant to the Affordable Housing Act.

Councilor Harris what is the hurry with approving this? It seems to be moving quickly through the committees.

Mr. O'Reilly explained the schedule has been directed by the sponsor to prepare for the deadline to receive tax credits.

Councilor Harris this will be an interest for the neighbors in that area. He worked with streets to get the dirt pile removed. The ENN process would occur as part of the plan.

Mr. O'Reilly yes that is correct an ENN will be conducted.

Councilor Harris asked if the property is well suited for this. Are there any other properties better suited for this same type of development?

Mr. O'Reilly states there are some other locations, some are in current developments. There are several owned by the City.

Councilor Harris wants to know which other properties there are without this one jumping ahead. There could be some with the highest and best use. The timing to turn it around so quickly is uneasy.

Councilor Lindell asked if there was an appraisal on the property. Mr. O'Reilly states there is not, but there is an estimate. It is roughly worth 1-1.2 million dollars. Councilor Lindell asked if there is an applicant interested. Mr. O'Reilly states the Resolution is just to instruct them to prepare the property.

Councilor Lindell asked if it is a competition amongst the group or can more than one applicant put in an application.

Ms. Ladd explained the Affordable Housing Act recognizes it to assure the anti-donation clause isn't violated. When they qualify the grantee, then they will follow the procurement process.

Councilor Lindell mentioned the application the Siler Road project is it the same type of application.

Ms. Ladd states this would be with the Mortgage Finance Authority.

Councilor Lindell would like more information and an appraisal.

Mr. O'Reilly explained lines 8-21 on page 3 explains the process. The survey, taking it to the planning commission, and to identify the grantee are all part of the preparation. Once that happens there would be a separate Resolution for approval for tax credits.

Councilor Lindell is very doubtful that will happen in time for applications, it doesn't seem possible.

Chair Dominguez doesn't think it's a bad place however that is not the issue, assuming it gets approved they still have to hire the surveyor. There may be factors that could impact the application.

Mr. O'Reilly doesn't think so. Chair Dominguez asked what if he finds that the property isn't on City property. Mr. O'Reilly explained the City owns the property. The City took the deed in 1968 and was given of a section description. There isn't a plat in existence they need to survey it. His office has looked into it, there aren't any incumbrances there is a flood plain that splits the arroyo. There is terrain there but not difficult. It is developable

Chair Dominguez asked if the applicant would want to know before they get into the process. Mr. O'Reilly explained it is their opinion that it is developable. The utilities are close by. They have topography from 2014. You can get a feel for the slopes. There is water, sewer and gas and roadways.

Chair Dominguez asked if those are the only things that need to be considered for the NM Housing Act. Ms. Ladd states they have to show site control.

Ms. Ladd thinks if they miss the deadlines, there is always next year if something needs more time. At this point it is not like Los Soleras waiting for a sight.

Chair Dominguez states that is not what the Resolution states.

Councilor Villarreal doesn't disagree the property has potential, but the language sounds like there is someone in mind. The timeframe doesn't jive. When would they have to submit?

Mr. O'Reilly explained it depends on their experience. It is a tight timeline for the upcoming cycle. But it is do-able. How eager are they to approve more affordable housing? This year or the next. The City has expressed an interest in more affordable living.

Mr. O'Reilly states the future Land Use Map would show a rezoning where it can be a two-story building with space parking.

A brief discussion was held about the other apartment complexes nearby, Zia Vista is zoned R 21 zoned and Tierra De Zia is zoned R-12.

Councilor Ives has had numerous presentations on the affordable housing issue. This is a parcel of land that is unused. It would give them the opportunity to get the tax credit. From his perspective, they should take advantage of opportunities when they arise. The location is set in the Resolution. It is close to schools and trails, infrastructure etc.

Councilor Ives states there are a few organizations who work on these issues within the City limits. These developers have expertise in this.

Chair Dominguez doesn't want to rush, they have shown their support for Affordable Housing. He would like to know the other locations.

Councilor Harris why wouldn't the city look at other well-suited properties. He feels it is being rushed and thinks it's a mistake doesn't think it can be done. He would like to get a survey and hopes there is consideration of the single-family housing in that area.

Councilor Ives doesn't believe it constitutes the rushing they have looked at this because of an earlier Resolution to review the City's properties. It is an opportunity for a good site and could be used to address the issue. Doing the survey and other steps is not rushing.

MOTION: Councilor Ives moves to approve this item with a second from Councilor Lindell.

DISCUSSION: Councilor Villarreal states since it's the City property what are the requirements for public involvement?

Mr. O'Reilly explained public hearings will be conducted. There would be work from City Planning, approval from City Council and an ENN. The process of getting the traffic impact study and surveyor will take time.

Councilor Villarreal has faith it would work out but not in the amount of time. She is willing to support it, however they will depend on staff.

Chair Dominguez asked if the survey then it goes to Land Use? Mr. O'Reilly explained once they identify the boundary they can get land use started on their process. Chair Dominguez asked who will be the staff person or project manager? Mr. O'Reilly states he would be the point person and participate.

Councilor Harris states it is not going to happen and even if pressure is put on land use. They should look at other park lands. He is opposed to it being pushed.

Chair Dominguez explained trying to get public employees and police officers affordable housing didn't go anywhere.

ROLL CALL VOTE: Chair Dominguez YES, Councilor Ives YES, Councilor Villarreal YES, Councilor Lindell YES, Councilor Harris NO. Vote passes.

- g.) Request for Approval of a Resolution Directing the City Manager to Have Public Utilities Staff Identify and Apply for Federal and State Funding Sources for Water, Wastewater and other Water Related Projects.

This item passed on Consent.

Councilor Ives would like to be added as a co-sponsor.

7. DISCUSSION

a.) Request for Discussion and Approval of Draft 2017 Annual Action Plan Including Substantial Amendment to Update 2017-2018 CDBG Funding Amount of \$503,468

Ms. Ladd thanked the Committee this is the third version of the action plan. It was allowable because they knew they weren't going to get them in time. The plan shows entitlement funds and the programs are running.

Ms. Ladd explained the contracted funding doesn't go back to the City's fund, the sub recipient manages that the income. HUD requires that it is used for an activity. HUD also requires that it is used before the entitlement funds. They award it and as the program funds comes in, then the receipts the amounts. Those funds don't come through the City's accounting.

Ms. Ladd explained for years it was vague. The reprogram and the new team didn't like the second version. This version is more specific and shows where the money is going. The Professional Agreements will all have to come before the Committee and be approved again.

Chair Dominguez asked on page 3 where it mentions the approved projects, one is for an Adelante Liaison. Doesn't the SFPS fund that position?

Ms. Ladd explained it is not for the salary it is for the program. They are nested in with the sites. It is an in kind funding.

Chair Dominguez asked about Homewise and the other program and are they the only nonprofits that can do that? Ms. Ladd explained they are the only ones that put in for it. they are the two main Santa Fe Businesses who offer HUF programs within the City Limits.

Councilor Dominguez asked about the timeframe. Ms. Ladd explained that is when the contracts were determined.

Chair Dominguez asked when the next round of funding is. Ms. Ladd states in 2018. They will announce it in December and make their recommendation in February.

Councilor Villarreal thanked staff for the hard work and making revisions to make it helpful.

MOTION: Councilor Villarreal moved to approve this item with a second from Councilor Ives which passed by voice vote.

8. MATTERS FROM THE COMMITTEE

Chair Dominguez may miss the next meeting.

9. MATTERS FROM STAFF

There were not any matters from Staff.

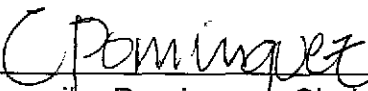
10. EXECUTIVE SESSION

There was no need to meet in Executive Session.

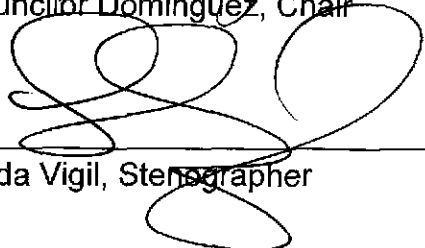
11. ADJOURN

There being no further business to come before the City Finance Committee the meeting was adjourned at 7:13 p.m.

SIGNATURES



Councilor Dominguez, Chair



Linda Vigil, Stenographer

City of Santa Fe, New Mexico

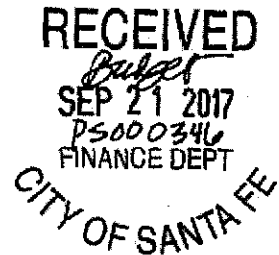
memo

DATE: September 14, 2017

TO: Finance Committee

VIA: Adam Johnson, Director, Finance
Randy Randall, Executive Director, TOURISM Santa Fe
Debra Garcia y Griego, Director, Arts Commission

FROM: Jackie Camborde, Arts Services Coordinator, Arts Commission



Item & Issue

Professional Services Agreements for Services related to the Collaborative Arts Marketing program totaling \$85,000, inclusive of GRT, as follows:

- Parallel Studios, Inc., \$30,000
- MAKE Santa Fe, \$23,000
- Museum of NM Foundation, \$20,000
- Theatre Santa Fe, \$12,000

Background and Summary

On May 26, 2017 the City issued RFQ #17/57/RFP (Exhibit A) seeking arts services through the Collaborative Arts Marketing Program. The program supports multi-partner cultural events that are a complementing effort between two or more nonprofit arts organizations based on a common theme, art form, season/time of event, audience/desired audience, and/or geography. The marketing effort has been to attract audiences to visit multiple events, venues, attractions through a single cohesive brand. The collaborative effort must provide value to other business sectors such as galleries, hotels and restaurants through affiliated partnership opportunities.

Five (5) responses were received by the deadline of July 17, 2017. One was deemed ineligible and not forwarded for consideration. A committee consisting of two Arts Commissioners, a TOURISM Santa Fe staff member and a social media provider, reviewed the qualifications (Exhibit B). Based on rankings,

6a

four respondents were recommended for funding (Exhibit A). Their recommendations were reviewed at the September 11 meeting. Multiple contracts are being awarded from the RFP:

Parallel Studios: Parallel will collaborate with Santa Fe Institute, the Thoma Foundation, Lensic Performing Arts Center, Axle Projects, The Santa Fe Railyard Community Corporation, Form 7 Concept, Meow Wolf and several other partners to present ART+SCIENCE = SANTA FE. This partnership is a new and natural collaboration between Parallel Studios, the producers of the CURRENTS Festival, the Santa Fe Institute's INTERPLANETARY FESTIVAL, smaller arts organizations, for profit galleries and event spaces. While it will be the 9th year of CURRENTS as an annual event, this will be the maiden year for the INTERPLANETARY FESTIVAL which is also projected to be an annual Railyard event.

MAKE Santa Fe: The SIRUN collaboration from the 2016/2017 has been an extremely successful effort. Administered by Wise Fool New Mexico, the specified grant collaborative has had regular transparent meetings open to all area stakeholders. For the proposed continuation of the grant for 2017/2018, MAKE Santa Fe will become the contracting entity. MAKE will prioritize leveraging the successful community building of the first grant period into more focused and representative marketing for the coming year. The collaborative work for 2017/2018 will begin with a stakeholder assessment of what was done with previous funding, analysis of available metrics and discussion of successes to build upon, areas needing improvement, and how to adapt both strategy and tactics to be impactful for the entire district. Partners include Adobe Rose Theater, ARTsmart, Chimera, Creative Santa Fe, Teatro Paraguas and Wise Fool, among others.

Museum of NM Foundation: Several institutions have joined forces forming Project Indigene: Perspectives on Indigenous Art Issues, a collaboration designed to create awareness around the themes of Authenticity; Appropriation; Activism; and Artistic Integrity. Partners include museums, research institutes, and art markets, all of which play integral roles in public messaging and cultural ideation, and have enormous impact on the economies of indigenous peoples. Partners include Museum of Indian Arts and Culture, Museum of International Folk Art, Wheelwright Museum of the American Indian, IAIA Museum of Contemporary Native Art, School of Advanced Research, The Ralph T. Coe Foundation, SWAIA, Native Treasures and Zuni Art Market.

Theatre Santa Fe: The concept is to continue website, social media and weekly email and add reasonably sized ads in the main Santa Fe print media (Pasatiempo, Santa Fe Reporter and ABQ Journal North) to highlight the theatre performances that are taking place in town. Promotion will be through print ads placed in the aforementioned publications, in theatre lobbies and our online resources. The campaign will allow member theaters in Santa Fe to get print exposure for their performances that they wouldn't normally be able to afford. The key partners are 17 theater companies.

These are one year contracts through the end of the current fiscal year. They are not renewable.

Requested Action

Please approve the agreement. Funds are available in 22103.561850.

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Four Vendors - See Attached

Procurement Title: Collaborative Arts Marketing Program

Solicitation RFP#: 17/57/P

Department Requesting/Staff Member Arts Commission / Jackie Camborde

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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Jackie Camborde

Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included

[Signature]
Purchasing Officer attesting that all information is reviewed

09/21/17

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractor Disclosures & Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractor - Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Subcontractor Disclosures |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Subcontractor - Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

****These items are pending City Council Approval**

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

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

PROTEST (if applicable)*

YES N/A

☐☐

Documentation from protester filed with the Purchasing Office

☐☐

Letter from Department to Purchasing Office Providing response to protest

☐☐

Letter from Purchasing Officer to protester and Department on final outcome

☐☐

Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

☒☐

Original proposal (s) with no redactions

Jackie Cambarde, Arts Services Coordinator
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"



THE CITY OF SANTA FE
ARTS COMMISSION

Collaborative Arts Marketing Program

RFP #17/57/P

PROPOSAL DUE:

July 14, 2017

5:00 P.M. via santafenm.gosmart.org

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Attachments:

1. Minimum Wage Ordinance
2. Sample Professional Services Agreement

REQUEST FOR QUALIFICATIONS

PROPOSAL NUMBER '17/57/P

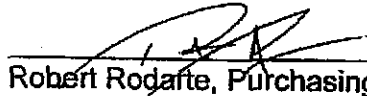
Proposals will be received by the City of Santa Fe via santafenm.gosmart.org until 5:00 P.M. local prevailing time, July 14, 2017. Any proposal received after this deadline will not be considered. This proposal is for the purpose of funding the following:

Collaborative Arts Marketing Program

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.


Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 06/08/17
To be published on: 06/15/17

Received by the Albuquerque Journal Newspaper on: 06/08/17
To be published on: 06/15/17

PROPOSAL SCHEDULE

RFP # '17/57/P

- | | | |
|----|---|--|
| 1. | Advertisement | Thursday, June 15, 2017 |
| 2. | Issuance of RFP'S | Thursday, June 15, 2017 |
| 3. | Receipt of proposals | Friday, July 14, 2017
at 5:00 p.m. local prevailing time.
Santaferm.gosmart.org |
| 4. | Evaluation of proposals | July 17-20, 2017 |
| 5. | Interviews (if required) | Friday, July 21, 2017 |
| 6. | Recommendation of award
to Arts Commission | Tuesday, August 14, 2017 |
| 7. | Recommendation of award
to Finance Committee | Tuesday, September 5, 2017 |
| 8. | Recommendation of award
to City Council | Wednesday, September 13, 2017 |
| 9. | Contract Effective (anticipated) | October 2017 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit proposals. Proposals will be received by santafenm.gosmart.org, until 5:00 p.m. local prevailing time July 14, 2017.

No late proposals will be accepted.

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract, the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and

contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. **INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

COLLABORATIVE ARTS MARKETING PROGRAM

'17/54/P

The Collaborative Arts Events Marketing Program is designed to develop citywide, multi-partner arts events for the purposes advertising, publicizing, and promoting tourist-related attractions, facilities and events, specifically as they relate to nonprofit art activities and nonprofit performing arts in Santa Fe. For the purpose of this program, collaborative arts marketing is defined as a complementing effort between two or more nonprofit arts organizations that is based on a common theme, art form, season/time of event, audience/desired audience, and/or geography. The marketing effort must be designed to attract audiences to visit multiple partner events, venues, attractions, etc. through a single cohesive brand. The collaborative effort should provide value to other business sectors such as galleries, hotels and restaurants through affiliated partnership opportunities.

Contract amounts issued under this RFP will not exceed \$30,000. Multiple contracts may be issued. It is anticipated that contracts will be effective October 2017. All services must be rendered by June 30, 2018.

SCOPE OF THE WORK

Selected collaborative, through the contracting entity, will provide the following:

- All services as described in the written proposal submitted in response to this RFP.
- Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
- Upon completion of these services, submit to the City a report of all activities undertaken including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

ELIGIBILITY

Collaborative efforts must be based in nonprofit arts activities. At least two of the partners must meet the City of Santa Fe Arts Commission's eligibility guidelines of being a Santa Fe-based, IRS 501(c)3 arts organization, with a State of New Mexico Incorporation Certificate and City of Santa Fe business registration number. Activities related to the collaborative must take place in the northern portion of Santa Fe County (i.e. Madrid/Galisteo to northern boundary of the county).

One eligible member of the collaborative must serve as contracting entity for the project. The organization will be required to enter into a City of Santa Fe Professional Services Agreement (Exhibit A), becoming legally responsible for completion of the project, submission of invoices and all reporting requirements. An organization may serve as the contracting partner for no more than one application per year. This does not preclude an organization from participating as a collaborative partner in multiple projects.

Serving as the contracting entity for the Collaborative Arts Marketing program does not affect an organization's eligibility for other programs.

In keeping with the intent of fostering new collaborations and events, the maximum number of years any one collaborative project/effort will be funded is three years. Applicants should anticipate a decreased level of funding for the same project year over year. Projects intended as ongoing efforts should develop and present plans for long-term sustainability beyond CAM funding.

Payments will be made for services rendered. Ten percent of the total contract amount will be withheld pending completion of final report.

SUBMITTAL REQUIREMENTS

All proposals must be submitted by 5 PM on July 14, 2017 online through santafenm.gosmart.org. Please note that the City is not responsible for compatibility issues due to operating systems, platforms, programs or program versions. The Go System automatically closes at deadline. Late proposals will not be accepted. Please allow plenty of time to complete and submit your proposal.

Online submittals include:

- Statement of Interest which introduces the collaboration and identifying the contracting entity.
- Proposal Narrative the following:
 - a. Description of the collaborative effort including key partners and their roles as well as a summary of activities, locations and dates.
 - b. Methods for creating partnership opportunities for other business sectors to participate and engaging the community.

- c. Target audience—geographic location, number of nights, estimated economic impact, etc.—and the method by which you capture and report back data regarding actual impact.
- Marketing Plan demonstrating how a cohesive brand will be developed and marketed as well as how individual partners will support the brand
- Marketing Budget identifying where City support is requested and stating total committed funds to date.

EVALUATION CRITERIA & WEIGHTED VALUES

EVALUATION COMMITTEE MEMBERS

All eligible proposals will be reviewed by three members of the Arts Commission. The City expressly reserves the right to change the size and composition of the evaluation committee.

EVALUATION CRITERIA & WEIGHTED VALUES

20 Points	Potential for the effort to advertise, publicize and promote nonprofit arts activities
20 Points	Strength of collaboration and evidence of strong complementary programs
20 Points	Evidence of an effective marketing plan that will attract audiences to visit multiple partner events
20 Points	Demonstrated opportunities for affiliated partnerships
20 Points	Proof of artistic quality/capacity

The evaluation committee will evaluate all eligible proposals according to the criteria. Scores of the evaluation committee members will be totaled to determine the top rated firms.

Interviews may be conducted. The totaled scores of the evaluation committee members from the interview evaluations will determine the final top-rated firm, unless other tangible extenuating circumstances are documented.

For more information contact
Debra Garcia y Griego
Director, City of Santa Fe Arts Commission
505.955.6707
degarcia@santafenm.gov



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2017 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.09 PER HOUR

Santa Fe's Living Wage

- ✦ The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- ✦ The March Living Wage Increase corresponds to the increase in the Consumer Price Index (CPI).
- ✦ All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- ✦ The City to all full-time permanent workers employed by the City;
- ✦ Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- ✦ Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- ✦ Businesses required to have a business license or registration from the City; and
- ✦ Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- ✦ For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

A
10.0

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

1. **SCOPE OF SERVICES**

The Contractor shall provide the following services for the City:

- A. All services as described in the written proposal submitted in response to City RFP # / / and described in Exhibit "A" of this Agreement attached hereto and incorporated herein.
- B. Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
- C. Upon completion of these services, submit to the City a report of all activities undertaken including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

2. **STANDARD OF PERFORMANCE; LICENSES**

- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed (\$), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 10 (ten) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of

insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. NOTICES

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

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 5/10

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

22103.561850

Business Unit Line Item

EXHIBIT B

RFP # 17/57/P Lodgers' Tax for the Arts: Collaborative Arts Marketing

Rank	Organization Name	KR	JM	JR	MA	Average	Amount in Application	Recommendation
1	Parallel Studios, Inc.		460	500	400	360	30,000.00	\$ 30,000.00
2	MAKE Santa Fe		440	440	360	400	23,000.00	\$ 23,000.00
3	Museum of NM Foundation		380	440	300	380	30,000.00	\$ 20,000.00
4	Theatre Santa Fe		340	280	260	340	20,000.00	\$ 12,000.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

RECEIVED
SEP 28 2017
21
FINANCE DEPT
CITY OF SANTA FE

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Parallel Studios, Inc.

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2018

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Marketing and Promotion of the Arts in Santa Fe

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 30,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: Marketing and Promotion of the Arts in Santa Fe

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$30,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17/57/P Date: July 14, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 1st year of a one year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Lodgers' Tax for the Arts **BU/Line Item:** 22103.561850
SEP 9 6 2017

Budget Officer Approval
MARIE SUSAN LEE

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jackie Camborde

Phone # # 505-955-6710

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

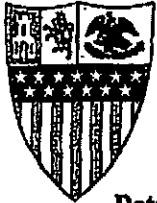
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



REQUEST FOR WAIVER OF INSURANCE

Date: 08/28/2017 Division/department: TOURISM/Arts Commission

Project manager: Jackie Camborde Phone: 955-6710

Requested for: Parallel Studios, Inc.

☐ General liability ☐ Auto liability ☒ Professional liability
☐ Workers compensation (Mandatory unless sole proprietor) ☐ Other insurance

Scope of services: Provide Arts Education and Programming for Santa Fe.

Why the request for waiver: Professional Liability not necessary due to the nature of the work.

They are not offering any specific services that require they carry professional liability.

See attached Email from Insurance Agent.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 9 months/\$4383

Is our standard contract being used: ☒ Yes ☐ No

Was the contractor asked if they carry insurance: ☒ Yes ☐ No

Is there construction/demolition: ☐ Yes ☒ No

Is there potential for bodily injury or property damage: ☒ Yes ☐ No

Are crowds or children likely to be involved: ☒ Yes ☐ No

Will the contractor be working on site in the City: ☐ Yes ☒ No

Is the contractor a professional (licensed, certified): ☐ Yes ☒ No

Will the City rely on information to make future decisions: ☐ Yes ☒ No

Could poor, non-performance or the product cause loss: ☐ Yes ☒ No

Office of Risk Management recommendation: ☒ Yes ☐ No

☒ Insurance Waiver Approved

☐ Insurance Waiver Not Approved

Brian Snyder
Brian Snyder, City Manager

09/22/2017
Date

CAMBORDE, JACQUELINE N.

From: James Ard <james@ArdKnoxInsurance.com>
Sent: Tuesday, September 12, 2017 2:22 PM
To: Currents New Media
Cc: CAMBORDE, JACQUELINE N.
Subject: PARRELLEL STUDIOS

**Re: Professional Liability
City of Santa Fe, NM**

Ms. Jackie Camborde,

**In my professional opinion Current New Media/Parallel Studio
does not need professional liability and I have not proposed
purchase of this coverage.**

**They do not give "professional" advice or hold themselves out
to be "experts" in the Fine Art area. They are no "consultants"
and do not have a "Professional" exposure.**

Best Wishes,

James Ard

JAMES ARD

214-883-4584

james.ard@sbcglobal.net



ARD KNOX INSURANCE
FINE ART SPECIALIST

18208 Preston Rd Ste. D-9 #392
Dallas, Texas 75252
www.ardknoxinsurance.com

From: Currents New Media [<mailto:connect@currentsnewmedia.org>]
Sent: Tuesday, September 12, 2017 12:07 PM
To: James Ard <james@ArdKnoxInsurance.com>
Cc: Wayne Ard <wayne@ArdKnoxInsurance.com>
Subject: Certificates

Hi James,

We need certificates for our General Liability and Workers Comp. They should be made out to:

The City of Santa Fe
120 South Federal Place
Santa Fe, NM 87501

and emailed to:

Jackie Camborde - jncamborde@ci.santa-fe.nm.us

In regards the Professional Liability, Jackie asked if you could also send a brief statement stating why we do not have and do not need this kind of coverage. She said she could then get us a waiver for this. If you have time in your busy day to do this it would be greatly appreciated.

All our best,

Frank and Mariannah

CURRENTS

Mariannah Amster and Frank Ragano
Co-Executive Directors
Parallel Studios
Santa Fe, New Mexico

currentsnewmedia.org
connect@currentsnewmedia.org

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Parallel Studios, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

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- B. Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
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- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Thirty thousand dollars (\$30,000), inclusive applicable gross receipts taxes.

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The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

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A. This Agreement may be terminated by the City and the Contractor upon 10 (ten) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

13. INDEMNIFICATION

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14. 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.

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17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

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This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

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A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be

clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. NOTICES

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

City of Santa Fe:
City of Santa Fe Arts Commission
PO Box 909
Santa Fe, NM 87504

Contractor:
Parallel Studios, Inc.
167 Soaring Hawk Trail
Santa Fe, NM 87508-1414

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME and TITLE, Parallel Studios Inc.

DATE: _____

DATE: _____

CRS# 03-166217
City of Santa Fe Business
Registration # 17-00112085

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 9/11
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

22103.561850
Business Unit Line Item

Collaborative Arts Marketing - Exhibit A

Parallel Studios: Parallel will collaborate with Santa Fe Institute, the Thoma Foundation, Lensic Performing Arts Center, Axle Projects, The Santa Fe Railyard Community Corporation, Form 7 Concept, Meow Wolf and several other partners to present ART+SCIENCE = SANTA FE. This partnership is a new and natural collaboration between Parallel Studios, the producers of the CURRENTS Festival, the Santa Fe Institute's INTERPLANETARY FESTIVAL, smaller arts organizations, for profit galleries and event spaces.

While it will be the 9th year of CURRENTS as an annual event, this will be the maiden year for the INTERPLANETARY FESTIVAL which is also projected to be an annual Railyard event.

The campaign will promote events taking place between June 7 and June 24th, 2018, in the Railyard Art District as well as at citywide venues. Collaborators will use print, social media and online strategies to promote their events with the umbrella tag ART+SCIENCE = SANTA FE as well as promoting their individual events through their networks.

Funding recommendation: \$30,000



City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC, 1987

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **PARALLEL STUDIOS INC**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0057087

License Number: 17-00112085

Issue Date February 24, 2017

Expiration Date December 31, 2017

PARALLEL STUDIOS INC
PO BOX 31674

SANTA FE NM 87594

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2017

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

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

PRODUCER Ard-Knox Insurance Inc. Atlanta Processing Office 3324 Peachtree Rd NE #2407 Atlanta GA 30326	CONTACT James Ard PHONE (214) 883-4584 FAX (972) 739-9102 E-MAIL james.ard@sbcglobal.net ADDRESS:
INSURED Parallel Studios, Inc. 167 Soaring Hawk Trail Santa Fe NM 87508	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Regional Insurance Company INSURER B: Berkley Asset Protection INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL174700340 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	BPK 2037364 - 10	1/11/2017	1/11/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	BWC 2038072 - 10	1/13/2017	1/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

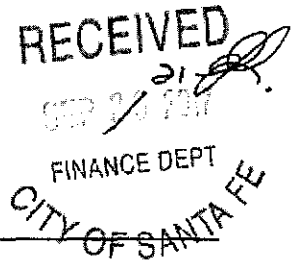
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The City of Santa Fe 120 South Federal Place Santa Fe, NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Ard/WAYNE
--	--

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City of Santa Fe Summary of Contracts, Agreements, & Amendments



Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor MAKE Santa Fe

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$23,000.00

Termination Date: June 30, 2018

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Marketing and Promotion of the Arts In Santa Fe

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 23,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: Marketing and Promotion of the Arts in Santa Fe

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$23,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17/57/P Date: July 14, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 1st year of a one year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Lodgers' Tax for the Arts BU/Line Item: 22103.561850

SEP 26 2017
Budget Officer Approval

Comments or Exceptions: _____
MARIE SUSAN LEE

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jackie Camborde

Phone # # 505-955-6710

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

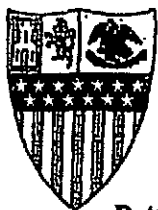
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



REQUEST FOR WAIVER OF INSURANCE

Date: 08/28/2017 Division/department: TOURISM/Arts Commission

Project manager: Jackie Camborde Phone: 955-8710

Requested for: MAKE Santa Fe

☐ General liability ☐ Auto liability ☒ Professional liability
☐ Workers compensation (Mandatory unless sole proprietor) ☐ Other insurance

Scope of services: Provide Arts Education and Programming for Santa Fe.

Why the request for waiver: Professional Liability not necessary due to the nature of the work.

They are not offering any specific services that require they carry professional liability.

See attached Email.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 9 months/\$4383

Is our standard contract being used: ☒ Yes ☐ No

Was the contractor asked if they carry insurance: ☒ Yes ☐ No

Is there construction/demolition: ☐ Yes ☒ No

Is there potential for bodily injury or property damage: ☒ Yes ☐ No

Are crowds or children likely to be involved: ☒ Yes ☐ No

Will the contractor be working on site in the City: ☐ Yes ☒ No

Is the contractor a professional (licensed, certified): ☐ Yes ☒ No

Will the City rely on information to make future decisions: ☐ Yes ☒ No

Could poor, non-performance or the product cause loss: ☐ Yes ☒ No

Office of Risk Management recommendation: ☒ Yes ☐ No

[Signature]
☒ Insurance Waiver Approved

☐ Insurance Waiver Not Approved

[Signature]
Brian Snyder, City Manager

09/12/2017
Date

CAMBORDE, JACQUELINE N.

From: John Bennett <Johnbennett@bluechipsantafe.com>
Sent: Wednesday, September 13, 2017 2:47 PM
To: 'Ginger Richardson'
Cc: John Bennett; CAMBORDE, JACQUELINE N.
Subject: RE: Collaborative Arts Marketing
Attachments: MAKES-199999.pdf

Hi Ginger,

Attached please find a current copy of your certificate of insurance evidencing all of your coverage and showing the City of Santa Fe Arts Commission as an additional insured for the general liability.

In regards to the question about professional liability, Make Santa Fe, LLC is not offering any specific services that require they carry professional liability. As a Non-profit Community Workshop for their members, their services are not deemed professional services.

Let me know if you need something additional.

Thanks,

John Bennett
Blue Chip Agency
1040 Don Diego, Ste 1
Santa Fe, N.M. 87505
P: 505-988-4425
F: 505-988-7454

From: Ginger Richardson [<mailto:ginger@makesantafe.org>]
Sent: Wednesday, September 13, 2017 1:36 PM
To: John Bennett <Johnbennett@bluechipsantafe.com>
Cc: Ginger Richardson <ginger.richardson060@gmail.com>
Subject: Fwd: Collaborative Arts Marketing

Hi John,

Hope this finds you well and that you and yours have had a good summer.

Please see the following email thread. Make Santa Fe has received an award from the Arts Commission. Here is what I need from you:

- 1) Copy of Workman's Comp current record of Workman's comp.
- 2) I guess a version of general liability that notes inclusion of city of Santa Fe,
- 3) and something that says we don't need to carry Professional Liability insurance.

Is this pretty straight-forward? Let me know if I should be doing something more.

Thanks.

Ginger

----- Forwarded message -----

From: CAMBORDE, JACQUELINE N. <jncamborde@ci.santa-fe.nm.us>

Date: Wed, Sep 13, 2017 at 11:52 AM

Subject: RE: Collaborative Arts Marketing

To: Zane Fischer <zane@makesantafe.org>, Ginger Richardson <ginger@makesantafe.org>

Hi Ginger and Zane:

I am finding that many if not most of our organizations do not carry Professional Liability Insurance, or if they do, it's not clear on their Commercial Liability Policy. If this is the case for MAKE Santa Fe, please help me get this contract to City Council for approval by providing a letter from your insurer stating why, in their opinion, you do not need to carry Professional Liability.

If you do, please make sure it's indicated clearly on the certificate, and that the certificate lists City of Santa Fe as additional insured. The sooner you can get this to me the better, as taking contracts through to council is a fairly arduous and time consuming process. Thanks!

Jackie

From: Zane Fischer [<mailto:zane@makesantafe.org>]

Sent: Tuesday, September 12, 2017 9:45 AM

To: CAMBORDE, JACQUELINE N.; Ginger Richardson

Cc: Carol Schrader

Subject: Re: Collaborative Arts Marketing

Thanks so much, Jackie--We look forward to continuing to work with you! I'm looping in Ginger Richardson who will likely forward the docs on behalf of MAKE Santa Fe.

Best,

Zane

On Tue, Sep 12, 2017 at 9:22 AM, CAMBORDE, JACQUELINE N. <jncamborde@ci.santa-fe.nm.us> wrote:

Dear Zane and Carol:

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. All services as described in the written proposal submitted in response to this RFP.
- B. Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
- C. Upon completion of these services, submit to the City a report of all activities undertaken including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twenty-three thousand dollars (\$23,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 10 (ten) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be

clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. NOTICES

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

City of Santa Fe:
City of Santa Fe Arts Commission
PO Box 909
Santa Fe, NM 87504

Contractor:
MAKE Santa Fe
2879 All Trades Road
Santa Fe, NM 87507

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME and TITLE, MAKE Santa Fe

DATE: _____

DATE: _____

CRS# 03-365512-00-0

City of Santa Fe Business

Registration # 17-00130086

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

9/14
KELLEY A. BRENNAN, CITY ATTORNEY

ADAM JOHNSON, FINANCE DIRECTOR

10

Collaborative Arts Marketing – Exhibit A

MAKE Santa Fe: The SIRUN collaboration from the 2016/2017 has been an extremely successful effort. Administered by Wise Fool New Mexico, the specified grant collaborative has had regular transparent meetings open to all area stakeholders. A smaller, administrative group has been organized by Wise Fool to make key decisions, while leaving participation open to others with the desire and capacity to engage on a more granular level. For the proposed continuation of the grant for 2017/2018, MAKE Santa Fe will become the contracting entity. MAKE will prioritize leveraging the successful community building of the first grant period into more focused and representative marketing for the coming year.

The collaborative work for 2017/2018 will begin with a stakeholder assessment of what was done with previous funding, analysis of available metrics and discussion of successes to build upon, areas needing improvement, and how to adapt both strategy and tactics to be impactful for the entire district. We will have open meetings every four to six weeks during the contract period, at which we will collectively determine priority marketing opportunities, settle on video content to represent the collaborative as a whole, consider formalized organizational structure for area stakeholders, and plan for long-term collaboration and shared promotion into the future. Partners include Adobe Rose Theater, ARTsmart, Chimera, Creative Santa Fe, Teatro Paraguas and Wise Fool, among others.

Funding Recommendation: \$23,000



MAKES-1

OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2017

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

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

PRODUCER
Blue Chip Insurance Agency
P.O. Box 5355
1040 Don Diego
Santa Fe, NM 87502
John Bennett

CONTACT NAME: John Bennett

PHONE (A/C, No, Ext): 505-988-4425

FAX (A/C, No): 505-988-7454

E-MAIL: johnbennett@bluechipsantafe.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Insurance Co.

10677

INSURER B: New Mexico Mutual Casualty Co

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED MAKE SANTA FE, LLC
Ginger Richardson
2879 All Trades Road
Santa Fe, NM 87507

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	EPP 037 14 86	02/15/2017	02/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPP 037 14 86	02/15/2017	02/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	90184.102AR	02/15/2017	02/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	D&O		BCN-0078603	02/15/2017	02/15/2018	D&O 1,000,000 EPLI 1,000,000

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

Community Workshop Facility

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
Arts Commission
201 W. Marcy St.
Santa Fe, NM 87501

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

AUTHORIZED REPRESENTATIVE
John Bennett

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City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Museum of New Mexico Foundation

3 Complete information requested

Original Contract Amount: \$20,000.00

Termination Date: June 30, 2018

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Marketing and Promotion of the Arts in Santa Fe

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 20,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: Marketing and Promotion of Arts in Santa Fe

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

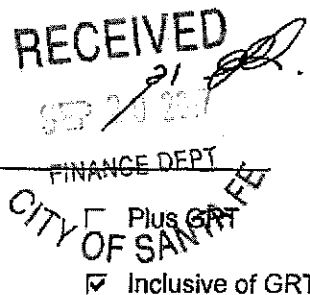
Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$20,000.00





City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17/57/P Date: July 14, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

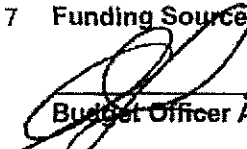
Other _____

6 Procurement History: 1st year of a one year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source Lodgers' Tax for the Arts BU/Line Item: 22103.561850


Budget Officer Approval SEP 26 2017

Comments or Exceptions: _____

MARIE SUSAN LEE

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jackie Camborde

Phone # # 505-955-6710

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Museum of NM Foundation. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. All services as described in the written proposal submitted in response to this RFP.
- B. Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
- C. Upon completion of these services, submit to the City a report of all activities undertaken including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twenty thousand dollars (\$20,000), inclusive applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 10 (ten) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be

clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. NOTICES

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

City of Santa Fe:
City of Santa Fe Arts Commission
PO Box 909
Santa Fe, NM 87504

Contractor:
Museum of NM Foundation
PO Box 2065
Santa Fe, NM 87504

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME/TITLE, Museum of NM Fdn.

DATE: _____

DATE: _____

CRS# 01-719604-00-3

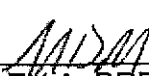
City of Santa Fe Business

Registration # 17-00054756

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 7/11

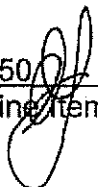
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

22103.561850

Business Unit Line Item



Collaborative Arts Marketing – Exhibit A

Museum of NM Foundation: Indigenous art forms are under threat. Unscrupulous vendors sell knock-off imitations misrepresenting Native authenticity. Corporations appropriate native imagery for commercial product designs. Cultural imagery is appropriated without permission, royalties, context, or respect for the culture or its people. These institutions have joined forces forming Project Indigene: Perspectives on Indigenous Art Issues, a collaboration designed to create awareness around the themes of Authenticity; Appropriation; Activism; and Artistic Integrity. Partners include museums, research institutes, and art markets, all of which play integral roles in public messaging and cultural ideation, and have enormous impact on the economies of indigenous peoples. Partners include Museum of Indian Arts and Culture, Museum of International Folk Art, Wheelwright Museum of the American Indian, IAIA Museum of Contemporary Native Art, School of Advanced Research, The Ralph T. Coe Foundation, SWAIA, Native Treasures and Zuni Art Market.

Funding Recommendation: \$20,000



City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC, 1987

Official Document
Please Post

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Business Name: **MUSEUM OF NM FOUNDATION**

Location: **116 LINCOLN AVE**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment: **RETAIL SHOP**

Control Number: 0028514

License Number: 17-00054756

Issue Date January 04, 2017

Expiration Date December 31, 2017

**MUSEUM OF NM FOUNDATION
PO BOX 2065**

SANTA FE NM 87504

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2017

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Albuquerque NM Office 6501 Americas Parkway NE Suite 650 Albuquerque NM 87110 USA	CONTACT NAME: PHONE (A/C No. Ext.): (505) 889-6700 FAX (A/C No.): (505) 884-7831 E-MAIL ADDRESS:																					
INSURED Museum of New Mexico Foundation P.O. Box 2065 SANTA FE NM 87501 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>New Mexico Assurance Company</td><td>13673</td></tr><tr><td>INSURER B:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	New Mexico Assurance Company	13673	INSURER B:	Philadelphia Indemnity Insurance Company	18058	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	Philadelphia Indemnity Insurance Company	18058																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570066784407** **REVISION NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDL SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK1665240	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1665240	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB587056	07/01/2017	07/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/EMERSON EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	9615.125	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> QTH E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000

Certificate No : 570066784407

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe Arts Commission P.O. Box 909 Santa Fe NM 87504 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>C. Deon Brague</i>
---	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CHUBB

June 14, 2017

RE: Confirmation of Binding for

To:

Account Number:	630007
Account:	MUSEUM OF NEW MEXICO FOUNDATION
	PO BOX 2065
	SANTA FE, NM 87504

In care of:

Producer Contact:	Brandon Baumgarten
Producer:	AON RISK SERVICES CENTRAL INC (FSG MM CHI)
	200 E. RANDOLPH ST. FL 8
	CHICAGO, IL 60601-0000
Licensed Producer:	ELLIOTT J BALDWIN

Chubb Contact:	Melissa C Cruikshank
	(860) 408-2967
	mcrruikshank@chubb.com

Product:	Forefront Portfolio for Not-For-Profit Organizations
----------	--

Writing Company:	Federal Insurance Company
------------------	---------------------------

Policy Form:	14-02-10190 (Ed. 11/2004)
--------------	---------------------------

Assigned Policy Number:	6803-4958
-------------------------	-----------

Policy Period:	From: July 1, 2017
	To: July 1, 2018
	At 12:01 A.M. local time at the address in Item 1.

Dear Brandon:

On behalf of Federal Insurance Company, we are pleased to bind coverage on the following terms:

Coverage is only available for the following if indicated by an "X"

- X Directors & Officers Liability and Entity Liability
- X Employment Practices Liability
- X Fiduciary Liability
- Crime
- Special Coverage

LIABILITY COVERAGE SECTIONS

Combined Maximum Aggregate Limit of Liability for all Claims each Policy Year: X Yes ___ No

Combined Maximum Aggregate Limit: \$5,000,000

Applicable To:

- X Directors & Officers Liability and Entity Liability Coverage Section
- X Employment Practices Liability Coverage Section
- X Fiduciary Liability Coverage Section

Extended Reporting Period:

Additional Period: 1 year

Additional Premium: 100% of Annual Premium

Directors & Officers Liability and Entity Liability Coverage Section

(A) Maximum Aggregate Limit of Liability for this Coverage
Section for all Claims each Policy Year:

\$5,000,000

(B) Sublimit for all Excess Benefit Transaction Excise Tax:

\$100,000

Retention Amounts:

D&O Insuring Clause 1

\$0

D&O Insuring Clause 2

\$10,000

D&O Insuring Clause 3

\$10,000

Prior & Pending Litigation Date:
2005

October 1,

Defense Outside the Limits of Liability

X Yes ___ No

Endorsements applicable Only to Directors & Officers Liability and Entity Liability Coverage Section:

14-02-10353(10/04 ed.)	New Mexico Amendatory Endorsement to the Directors and Officers Liability and Entity Liability Coverage Section
14-02-11240(4/08 ed.)	Amend Exclusion 5 j Endorsement
14-02-11469(11/07 ed.)	Amend Definition of Loss Endorsement
14-02-11692(8/10 ed.)	Amended Exclusion 5 C Endorsement
14-02-12609(11/06 ed.)	Amend Definition of Loss to Include Coverage for Multiplied Damages Endorsement
14-02-13664(5/08 ed.)	Whistleblower Endorsement

(The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage.)

Employment Practices Liability Coverage Section

(A) Maximum Aggregate Limit of Liability for this Coverage Section for all Claims each Policy Year:	\$1,000,000
(B) Sublimit for all Third Party Claims each Policy Year under Insuring Clause 2 - Third Party Liability:	\$1,000,000

Retention Amounts:

EPL Insuring Clause 1 - Employment Practices Liability Coverage	\$5,000
EPL Insuring Clause 2 - Third Party Liability Coverage	\$5,000

Prior & Pending Litigation Date:

EPL Insuring Clause 1 - Employment Practices Liability Coverage 2005	October 1,
EPL Insuring Clause 2 - Third Party Liability Coverage 2005	October 1,

Defense Outside the Limits of Liability X Yes ___ No

Endorsements applicable Only to Employment Practices Liability Coverage Section:

14-02-10354(10/04 ed.)	New Mexico Amendatory Endorsement to the Employment Practices Liability Coverage Section
14-02-12614(11/06 ed.)	Amend Insured Person Definition Endorsement
99-10-0769(9/04 ed.)	Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

(The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage.)

Fiduciary Liability Coverage Section

(A) Maximum Aggregate Limit of Liability for this Coverage Section for all Claims each Policy Year:	\$1,000,000
(B) Sublimit for all Settlement Fees and Defense Costs with respect to all Settlement program Notices each Policy Year under	

Chubb Group Of Insurance Companies 82 Hopmeadow Street
P.O. Box 2002
Simsbury, CT 06070-7683

860.408.2000
Fax 860.408.2002

Insuring Clause 2: \$100,000

Retention Amounts:

Insuring Clause 1 - Fiduciary Liability Coverage \$0

Insuring Clause 2 - Voluntary Settlement Program Coverage \$0

Prior & Pending Litigation Dates:

Insuring Clause 1 - Fiduciary Liability Coverage October 1, 2005

Insuring Clause 2 - Voluntary Settlement Program Coverage October 1, 2005

Defense Outside the Limits of Liability X Yes ___ No

Endorsements applicable Only to Fiduciary Liability Coverage Section:

14-02-10355(10/04 ed.) New Mexico Amendatory Endorsement to the Fiduciary Coverage Section
 14-02-12013(5/09 ed.) Amend Exclusion 4(h) Endorsement
 14-02-13360(8/07 ed.) Priority of Payments Endorsement
 14-02-8459(1/08 ed.) Amend Benefits Due Exclusion Endorsement
 99-10-0769(9/04 ed.) Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

(The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage.)

GENERAL TERMS AND CONDITIONSEndorsements applicable to all Coverage Sections:

10-02-1295(6/07 ed.) Important Notice to Policyholders
 10-02-2543(10/16 ed.) ADDRESS CHANGE ENDORSEMENT
 14-02-10351(10/04 ed.) New Mexico Amendatory Endorsement to the General Terms and Conditions Declarations
 14-02-10352(10/04 ed.) New Mexico Amendatory Endorsement to the General Terms and Conditions Section
 14-02-10597(11/07 ed.) Not-For-Profit Portfolio Loss Control Notice
 14-02-11575(11/05 ed.) Amend Subsection 19 Representations and Severability Endorsement
 14-02-12049(5/06 ed.) Amend Definition of Organization Endorsement
 14-02-17874(12/14 ed.) NEW MEXICO RIDER TO THE APPLICATION

(The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage.)

June 14, 2017

POLICY INFORMATION

TOTAL POLICY
PREMIUM \$6,276.00 Due 45 days from the end of the month in
which the premium is EFFECTIVE.

POLICY COMMISSION 18.00%

BILLING TYPE: Agency

ForeFront Portfolio for Not-For-Profit Organizations

General Terms & Conditions Section - Form #14-02-10190

Liability Coverage Sections

Directors & Officers Liability and Entity Liability Coverage Section - Form # 14-02-10191
Employment Practices Liability Coverage Section - Form # 14-02-10192
Fiduciary Liability Coverage Section - Form # 14-02-10193

Important

Term of Binder:

From: 12:01 a.m. on Jul-01-2017
To: 12:01 a.m. on Jul-31-2017

This Binder shall terminate automatically upon the expiration shown above, or upon the issuance of the policy, whichever occurs first. A short rate premium charge will be made for this Binder unless the Policy is issued by the Company and accepted by the entity referred to above.

The foregoing Binder for coverage is subject to modification or withdrawal by the Company if, before the proposed inception date, any new, corrected or updated information becomes known which relates to any proposed Insured's claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed Insured and the Company, in its sole discretion, determines that the terms of this Binder are no longer appropriate.

This binder does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this binder is void ab initio

We appreciate the opportunity to be of service to you, and we look forward to receiving payment of the premium by the due date. Once coverage becomes effective, cancellation for non payment will be on a pro-rata basis.

Chubb Group Of Insurance Companies 82 Hopmeadow Street
P.O. Box 2002
Simsbury, CT 06070-7683

860.408.2000
Fax 860.408.2002

MUSEUM OF NEW MEXICO FOUNDATION

June 14, 2017

Page 6

If you have any questions, please call me.

Sincerely,



Melissa C Cruikshank

Underwriter

phone: (860) 408-2967

fax: (860) 408-2002

email: mcruikshank@chubb.com

Chubb Group Of Insurance Companies 82 Hopmeadow Street
P.O. Box 2002
Simsbury, CT 06070-7683

860.408.2000
Fax 860.408.2002



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

RECEIVED
SEP 20 2017
FINANCE DEPT
CITY OF SANTA FE
Plus GRT

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Theatre Santa Fe

3 Complete information requested

☒ Inclusive of GRT

Original Contract Amount: \$12,000.00

Termination Date: June 30, 2018

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Marketing and Promotion of the Arts in Santa Fe

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 12,000.00 of original Contract# _____ Termination Date: 06/30/2018

Reason: Marketing and Promotion of the Arts in Santa Fe

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$12,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17/57/P Date: July 14, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 1st year of a one year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Lodgers' Tax for the Arts BU/Line Item: 22103.561850
SEP 26 2017

Budget Officer Approval

MARIE SUSAN LEE

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jackie Camborde

Phone # # 505-955-6710

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

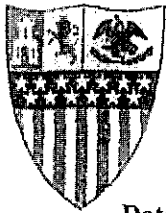
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



REQUEST FOR WAIVER OF INSURANCE

Date: 09/19/17 Division/department: TOURISM/Arts Commission

Project manager: Jackie Camborde Phone: 955-6710

Requested for: Theatre Santa Fe

☐ General liability ☐ Auto liability ☒ Professional liability
☐ Workers compensation (Mandatory unless sole proprietor) ☐ Other insurance

Scope of services: Provide Arts Education and Programming for Santa Fe.

Why the request for waiver: Professional Liability not necessary due to the nature of the work.

They are not offering any specific services that require they carry professional liability.

Worker's Compensation not necessary - less than three employees.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 9 months/\$4383

Is our standard contract being used: ☒ Yes ☐ No

Was the contractor asked if they carry insurance: ☒ Yes ☐ No

Is there construction/demolition: ☐ Yes ☒ No

Is there potential for bodily injury or property damage: ☒ Yes ☐ No

Are crowds or children likely to be involved: ☒ Yes ☐ No

Will the contractor be working on site in the City: ☐ Yes ☒ No

Is the contractor a professional (licensed, certified): ☐ Yes ☒ No

Will the City rely on information to make future decisions: ☐ Yes ☒ No

Could poor, non-performance or the product cause loss: ☐ Yes ☒ No

Office of Risk Management recommendation:

☒ Yes ☐ No

☒ Insurance Waiver Approved

☐ Insurance Waiver Not Approved

Brian Snyder
Brian Snyder, City Manager

09/22/2017
Date

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. All services as described in the written proposal submitted in response to this RFP.
- B. Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
- C. Upon completion of these services, submit to the City a report of all activities undertaken including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twelve thousand dollars (\$12,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 10 (ten) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be

clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. NOTICES

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

City of Santa Fe:
City of Santa Fe Arts Commission
PO Box 909
Santa Fe, NM 87504

Contractor:
Theatre Santa Fe
3209 Calle Marie Suite B
Santa Fe, NM 87507-7312

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME and TITLE, Theatre Santa Fe

DATE:

DATE:

CRS# 03-385882-00-9

City of Santa Fe Business

Registration # 17-00146841

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

MDM 9/11
KELLEY A. BRENNAN, CITY ATTORNEY

ADAM JOHNSON, FINANCE DIRECTOR

10

Collaborative Arts Marketing – Exhibit A

Theatre Santa Fe: The concept is to continue our website, social media and weekly email and add reasonably sized ads in the main Santa Fe print media (Pasatiempo, Santa Fe Reporter and ABQ Journal North) to highlight the theatre performances that are taking place in town. A Theatre Walk to be held on September 16 will kick off the promotion and bring attention to at least 13 theater companies. Promotion will be through print ads placed in the aforementioned publications, in theatre lobbies and our online resources.

The campaign will allow our member theaters in Santa Fe to get print exposure for their performances that they wouldn't normally be able to afford. We envision an ad with our logo as the header and then boxes (perhaps 3x3") that allow theaters to promote their show for the week and then enough room at the bottom to showcase business sponsors. Once we have this print awareness campaign negotiated and scheduled, we will be able to attract more corporate sponsorship. The better the grant budget we are able to obtain, the stronger our sponsorship support will be.

The key partners are the 17 theater companies. Each has a role in promoting its own season and/or events and all will work together on this campaign. Jim Patterson, board member of Theatre Santa Fe, will organize the print campaign. Robin Williams, of International Shakespeare Company will run the website and we are in talks with various contractors to run the social media and design the print ads.

Funding Recommendation: \$12,000



City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC 1987

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **THEATRE SANTA FE**

Location: **3205 CALLE MARIE B**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment:

Control Number: 0070496

License Number: 17-00146841

Issue Date August 21, 2017

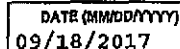
Expiration Date December 31, 2017

**THEATRE SANTA FE
3205 CALLE MARIE B**

SANTA FE NM 87507

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

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



INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACUTY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

CAMBORDE, JACQUELINE N.

From: Jim Patterson <pattersonmktg@earthlink.net>
Sent: Wednesday, September 13, 2017 6:41 PM
To: CAMBORDE, JACQUELINE N.
Cc: JANET DAVIDSON
Subject: Re: Insurance for Theatre Santa Fe

Hi Jackie,

Janet Davidson is working with Sam Levy of Rio Grande Insurance who is recommending Board Insurance and some additional insurance for the Theatre Walk event but because we don't sell anything or really own anything we are struggling with why we need "Commercial Liability or Professional Liability Insurance. We also don't have staff currently so are not faced with Workman's Comp.

Please clarify why these are required if possible.

Thank you,

Jim

On Sep 13, 2017, at 3:19 PM, CAMBORDE, JACQUELINE N. <jncamborde@ci.santa-fe.nm.us> wrote:

Hi Jim:

Just wondering where you are with securing Commercial Liability for Theatre Santa Fe? We have a deadline of noon on Tuesday to receive your proof of insurance so that we can move all of the Collaborative Arts Marketing contracts through to Finance Committee and City Council. If we do not have this in place by this time we will not be able to fund your project.

Please let me know how you are progressing....many thanks.

Best,
Jackie

<image001.jpg>

Celebrating 25 years of supporting the arts in Santa Fe.

Jackie Camborde

Arts Services Coordinator
Arts Commission
201 West Marcy Street (inside the Santa Fe Community Convention Center)
PO Box 909
Santa Fe, NM 87504-0909
505.955.6707 tel/505.955.6671 fax
jncamborde@ci.santa-fe.nm.us
www.SantaFeArtsCommission.org

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 25, 2017**

ITEM 6

CIP #507H – GCCC HVAC EQUIPMENT REPLACEMENT

- a. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHPACIFIC FOR ADDITIONAL DESIGN SERVICES IN THE AMOUNT OF \$40,869 INCLUSIVE OF NMGR (JASON KLUCK)

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON IVES	Excused		
COUNCILOR MAESTAS	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		
COUNCILOR VILLARREAL	X		

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division

MEMO

DATE: September 25, 2017

TO: Public Works, CIP & Land Use Committee/ Finance Committee/
City Council

VIA: Adam Johnson, Finance Department Director

Nicholas Schiavo, P.E., Department Director, Public Works
Robert Carter, Department Director, Parks & Recreation *ur*

FROM: Jason M. Kluck, Facilities Division Project Administrator, Public Works *JMK*

ISSUE: City of Santa Fe CIP #507H – GCCC HVAC Equipment Replacement:
Amendment #2 to Professional Services Agreement (PSA)
17-0298 (Exhibit 1)

- Request approval of Amendment #2 to the PSA with WHPacific for additional design services required to replace eight HVAC units and associated work (\$40,869.00 additional services sum) inclusive of NMGR.

SUMMARY:

The original design scope was initiated under Purchase Order 16179009 in the amount of \$46,141.13 for engineering services required for complete removal and "like for like" replacement of eight HVAC units. Amendment #1, in the amount of \$7,245.02 added the design scope for the unit serving the Aerobics Room that requires additional features and systems to effectively provide rapidly responsive cooling and heating of the room for optimal functionality of use as programmed.

Amendment #2, in the amount of \$40,869.00 includes the items detailed in the engineer's proposal for additional services (Exhibit 1,A). In summary, the primary rationale for the design amendment is to remedy three building functionality issues that have arisen thus far during the design process.

1. The Gym and Racquetball court units require an upgrade from evaporative cooling function to direct expansion air conditioning function with economizers. This change is intended to reduce excessive and seasonally high humidity in these rooms that regularly causes operational, maintenance and building element longevity challenges (specifically, the warping gymnasium floor).
2. The Therapy Pool unit must be specified to function soundly while still being light enough in weight and located appropriately to avoid unfeasible structural modifications. The associated ductwork must also be modified to accommodate the new unit location and to correct for insufficient function of the existing ductwork.
3. The roof framing structure supporting other HVAC units under this design scope was undersized in the original construction. After structural analysis, the roof framing has been deemed to require reinforcement to adequately support the new units under current code standards.

Design of these systems necessitates additional professional design services as described in the attached Amendment #2 (Exhibit 1) and fee proposal (Exhibit 1,A).

**MEMO: City of Santa Fe CIP #507H – GCCC HVAC Equipment Replacement:
Amendment #2 to Professional Services Agreement for design
Page 2**

The total design fees to date, including the Original Agreement, Amendment #1 and Amendment #2 total \$94,255.15. This is below the standard 10% of the estimated probable construction cost normally allocated for design services (Exhibit 2).

BUDGET:

Funding will be available from GCCC – CIP Bond, WIP Design - Business Unit #52722.572960 with approval of the attached BAR. (The funding budgeted for the current unbilled contract in the amount of \$18,693.37, covering the original agreement and Amendment #1 under PO #16179009 is in need of loading as well.)

SCHEDULE:

Public Works Committee: 09/25/2017

Finance Committee: 10/02/2017

City Council: 10/11/2017

Completion of design for construction bidding is anticipated for December 2017.

REQUESTED ACTION:

Please approve Amendment #2 to PSA 17-0298 (Exhibit 1) in the amount of \$40,869.00.

ATTACHMENTS:

Amendment #2 to PSA 17-0298 (Exhibit 1)

Additional Design Services Proposal (Exhibit 1,A)

Engineer's Estimate of Probable Construction Cost (Exhibit 2)

Engineer's Certificate of Liability Insurance (Exhibit 3)

Statewide Price Agreement (Exhibit 4)

xc: Project File

**CITY OF SANTA FE
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0298**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT dated April 11, 2017 between the City of Santa Fe (the "City") and WHPacific (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor shall provide professional design services to the City for CIP project #507H, GCCC HVAC Equipment Replacement.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows: Article 18 of the Agreement is amended to add additional services, so that Article 1, reads in its entirety as follows:

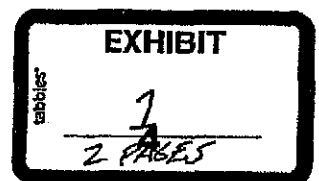
1. SCOPE OF SERVICES

Article 1, paragraph A of the Agreement is amended to add additional services, so that Article 1, paragraph A reads in its entirety as follows:

The Contractor shall provide the following services for the City at the Genoveva Chavez Community Center per Exhibit 1,A attached hereto and incorporated herein.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by forty thousand eight hundred sixty nine dollars and zero cents (\$40,869.00) inclusive of applicable gross receipts tax, as described in the Engineer's proposal, Exhibit 1,A, attached hereto and incorporated herein, so that Article 3, paragraph A reads as follows:



A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ninety four thousand two hundred fifty five dollars and fifteen cents (\$94,255.15), inclusive of applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in Amendment No. 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

Date: _____

CONTRACTOR:
WHPacific

Jon R. Director of Development
NAME AND TITLE

Date: 9-6-17

NM Taxation & Revenue
CRS # 03-122525.00.0
City of Santa Fe Business
Registration # 17-00142086

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

8/30
KELLEY A. BRENNAN, FINANCE DIRECTOR

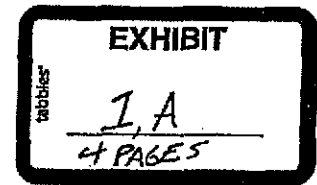
APPROVED:

AK

ADAM K. JOHNSON, FINANCE DIRECTOR
52722.572960
BUSINESS UNIT NO.

August 15, 2017

City of Santa Fe Facilities Division
Attn: Jason Kluck
2651 Siringo Rd Bldg E
Santa Fe, NM 87504



Dear Mr. Kluck,

RE: Genoveva Chavez Community Center HVAC Design – Add Service for Therapy Pool and Racquetball HVAC Unit and Structural Mods to Gymnasium Roof

WHPacific is glad to offer additional services for Genoveva Chavez Community Centers Therapy Pool, Gymnasium and Racquetball court HVAC design. The Scope of Services for this project as we understand it is as follows:

Genoveva Chavez Community Center Therapy Pool and Racquetball HVAC Design and Structural Mods at Gym Roof:

\$39,579 plus tax
See attached breakdown

Scope of Services:

1. Engineering services to design the replacement of the HVAC system at the Therapy Pool. The Therapy pool unit was initially designed for a Munters type unit but will now be replaced with an Aeon type unit. The Munters HVAC pool unit was evaluated and determined to require significant structural modifications to the Therapy pool roof due to the weight and size of the Munters unit. An Aeon unit was subsequently evaluated and determined not to require any structural modifications due to its lighter weight and smaller footprint and will provide construction cost savings to the project.
2. New supply and return ductwork will be designed for the Therapy pool HVAC unit. The existing supply and return ductwork is not recommended to be reused due to the location of the new Aeon unit on the roof. The new unit location was coordinated to avoid structural mods to the Therapy pool roof structure. Also the existing ductwork layout does not meet the existing manufacturer installation requirements for pool applications, which does not promote good airflow or humidity control. The new ductwork will be coordinated with manufacturer requirements and promote good airflow, temperature and humidity control.
3. A new exhaust fan, controls and ductwork will be designed for the Therapy pool to provide general exhaust when the pool is treated with chemicals to ventilate the area for a specified time. Exhaust fan size and controls will be coordinated with Santa Fe Facility Division standards for pool exhaust applications.
4. The Gymnasium and Racquetball court was initially designed for evaporative coolers but will now be replaced with DX type units with fully modulating cooling controls and economizers. Existing evaporative cooling units HV-1, HV-2, HV-6 & HV-6A will be replaced with roof-top DX units. Interior supply and return ductwork will be reused and will not be modified during construction.

5. Structural design documents will be provided for structural modifications to the Gymnasium area roof. The roof by the Gymnasium units was evaluated and determined to require structural modifications to the roof structure due to this area not originally being designed to support three (3) HVAC units. As previously stated in the last fee proposal, the previous fee included a structural evaluation of the roof to analyze the impact of new HVAC equipment but did not include a design fee if structural modifications were required to the building structure, which now they are.
6. Electrical design documents will be updated for the new HVAC unit's power requirements.
7. Site visit(s) to evaluate required structural modifications to the Gymnasium area roof and to evaluate new Therapy pool ductwork layout.
8. Construction administration services were not included in the original project scope of work but are included with this design modification and consist of the following:
 - a. Equipment submittal reviews
 - b. Resolving contractor RFIs
 - c. Construction observation (site visits during the construction phase)
 - i. Two (2) Architectural site visits
 - ii. One (1) Structural site visit
 - iii. Two (2) Mechanical site visits
 - iv. Two (2) Electrical site visit
 - d. Final construction punch lists
 - e. As-built drawings (electronic files)

Assumptions:

- o Design will include minimal Architectural design -- included will be ceiling removals, reinstallations and roofing mods.
- o Assumption is that new equipment electrical loads will be close to existing and no upgraded power service will be required.
- o As-built in areas of work included as required. CAD files provided by Owner.

Please contact Pam Lentini to discuss the fee or if there are questions regarding the scope of work. We look forward to working with you on this project.

Sincerely,

Mike Malloy, PE
Operations Manager
505.348.5254
mmalloy@whpacific.com

Pam Lentini, PE
Director of Facilities / Sr Mechanical Engineer
505.830.8752
plentini@whpacific.com

WHPacific, Inc.

PROJECT NAME Genoveva Chavez CC
PROJECT NUMBER N/A
DATE 8/15/2017

Discipline	Therapy Pool HVAC System	Raquetball HVAC units	Gymnasium HVAC units	Construction Administration	Total:	
Project Specialist	0	0	0	0	0	0
Civil	0	0	0	0	0	0
Structural	0	0	4,059	990	0	5,049
Architectural	330	0	647	1,294	0	2,270
Mechanical	9,275	757	3,557	9,055	0	22,645
Electrical	1,243	647	893	3,234	0	6,017
Bidding Assistance	0	0	0	0	0	0
Construction Administration	0	0	0	0	0	0
Discipline Subtotal	10,848	1,404	9,156	14,573	0	35,981
Project Management	10.00%	1,085	140	916	1,457	0 3,598
Subtotal:	11,933	1,544	10,072	16,030	0	39,579
Contingency	0.00%	0	0	0	0	0
Subtotal:	11,933	1,544	10,072	16,030	0	39,579
Travel Expense	0	0	0	0	0	0
ODC - repro, etc	0	0	0	0	0	0
Subtotal w/o NMGR	11,933	1,544	10,072	16,030	0	39,579
NMGR	0.00%	0	0	0	0	0
Totals	11,933	1,544	10,072	16,030	0	39,579

Owner Signature / Date

WHPacific Signature / Date

Notes:

See Fee Letter for scope and assumptions

Minimal Architectural (ceiling removals and reinstall, roofing mods)

Construction administration services included.

Includes performing a probable cost estimate

CADD Files from Owner - as-builtting is included.

Upgrade of main electrical service is not included

Owner Signature / Date

WHPacific Signature / Date

PROBABLE COST OF CONSTRUCTION SUMMARY										
Genoveva Chavez Community Center HVAC Mods										
LINE NO	ITEM	UNIT OF MEASURE	QUANTITY	MATERIAL AND LABOR COST			\$	\$	\$	\$
				MANHOURS	AVERAGE RATE	TOTAL				
1	ARCHITECTURAL	1	LS			\$31,625				\$31,625
2	STRUCTURAL	1	LS			\$25,300				\$25,300
4	MECHANICAL	1	LS			\$807,450				\$807,450
4	ELECTRICAL	1	LS			\$46,002				\$46,002
5										
6										
7	CONTINGENCY (1)	10%	PERCENT					\$91,038		\$91,038
8										
9										
10	NMGRT	8.3125%						\$83,243		\$83,243
11	TOTAL					\$910,376		\$174,280		\$1,084,656

Notes:
 (1) Contingency allowance for unknowns in construction that are not known at this time.

STATEMENT OF PROBABLE COST

Project: Santa Fe - GCCC
Bldg SF

Description	Quantity	Unit	Material & Labor Unit	Total Cost	Summary
Architectural					
New Work					
Roofing Mods	1	LS	\$25,000	\$25,000	\$25,000
Subtotal					\$25,000
Subcontractor's Overhead	15%				\$3,750
Subtotal					\$28,750
Subcontractor's Profit	10%				\$2,875
					\$31,625
Total : Architectural					\$31,625

STATEMENT OF PROBABLE COST

Project: Santa Fe - GCCC
Bldg SF

Description	Quantity	Unit	Material & Labor Unit	Total	Total Cost	Summary
Structural						
New Work						
Structural roofing mods	1	LS	\$25,000	\$25,000	\$20,000	
Subtotal					\$20,000	
Subcontractor's Overhead	15%				\$3,000	
Subtotal					\$23,000	
Subcontractor's Profit	10%				\$2,300	
					\$25,300	
	Total : Structural				\$25,300	

STATEMENT OF PROBABLE COST

Project: Santa Fe - GCCC

Description	Quantity	Unit	Material		Labor		Total Cost	Summary
			Unit	Total	Unit	Total		
Mechanical								
Job Startup	1	LS	\$0.0	\$0	\$500	\$500	\$500	
Demo HVU-1 thru HVU-4	4	EA	\$200.0	\$800	\$2,400	\$9,600	\$10,400	
Demo HVU-5 thru HVU-6	3	EA	\$200.0	\$600	\$2,400	\$7,200	\$7,800	
Demo DHU-1 (Therapy)	1	EA	\$250.0	\$250	\$3,600	\$3,600	\$3,850	
RTU-1 (Yoga)	1	EA	\$30,000.0	\$30,000	\$5,400	\$5,400	\$35,400	
RTU-2 (Raquetball)	1	EA	\$30,000.0	\$30,000	\$2,400	\$2,400	\$32,400	
RTU-3 thru RTU-5 (Gym)	3	LS	\$59,000.0	\$177,000	\$3,600	\$10,800	\$187,800	
HVU-4 (Mezzanine)	1	LS	\$33,000.0	\$33,000	\$3,600	\$3,600	\$36,600	
HVU-5 (locker)	1	LS	\$27,500.0	\$27,500	\$5,400	\$5,400	\$32,900	
RTU & HVU ductwork mods	7	EA	\$750.0	\$5,250	\$2,400	\$16,800	\$22,050	
Yoga ductwork demo	1	EA	\$500.0	\$500	\$2,400	\$2,400	\$2,900	
Yoga ductwork & diffusers	1	EA	\$1,500.0	\$1,500	\$12,000	\$12,000	\$13,500	
RTU-1 Ionization units	1	EA	\$6,000.0	\$6,000	\$2,400	\$2,400	\$8,400	
DHU-1 (Therapy Pool)	1	LS	\$75,000.0	\$75,000	\$5,400	\$5,400	\$80,400	
Therapy pool ductwork	1	EA	\$3,500.0	\$3,500	\$15,000	\$15,000	\$18,500	
HVAC Controls	1	LS	\$55,000.0	\$55,000	\$5,400	\$5,400	\$60,400	
Crane rental	1	LS	\$10,000.0	\$10,000	\$2,400	\$2,400	\$12,400	
Ductwork cleaning	7	EA	\$250.0	\$1,750	\$2,400	\$16,800	\$18,550	
TAB	1	LS	\$0.0	\$0	\$20,000	\$20,000	\$20,000	
Ductwork cleaning	7	EA	\$250.0	\$1,750	\$2,400	\$16,800	\$18,550	
Miscellaneous	1	EA	\$10,000.0	\$10,000	\$5,000	\$5,000	\$15,000	
Subtotal							\$638,300	\$638,300
Subcontractor's Overhead	15%							\$95,745
Subtotal								\$734,045
Subcontractor's Profit	10%							\$73,405
Total : Mechanical								\$807,450

Project: Santa Fe - GCCC
Bldg SF

14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2825 Eastlake Avenue East Suite 110 Seattle WA 98102		CONTACT NAME: Tina Am PHONE (A/C, No, Ext): 206-607-0939 E-MAIL ADDRESS: tina_am@ajg.com FAX (A/C, No): 206-270-3409	
INSURED WHPacific, Inc. 3111 C Street Suite #300 Anchorage, AK 99503		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: American Zurich Insurance Company INSURER C: Lexington Insurance Company INSURER D: INSURER E: INSURER F:	
NANAREG-01		NAIC # 35378 40142 19437	

COVERAGES

CERTIFICATE NUMBER: 343588480

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	17PKGWE00519	5/1/2017	5/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 01 14 820 - 02	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		013001541	5/1/2017	5/1/2018	Per Claim \$1,000,000 Aggregate \$1,000,000

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

City of Santa Fe is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Project: Genoveva Chavez Community Center

EXHIBIT

3

5 PAGES

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.	Not Applicable.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (BLANKET)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) scheduled above.

B. With respect to coverage provided to these additional insureds by this endorsement, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

1. All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations, including materials, parts or equipment furnished in connection with such work, has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.



ENVIRONMENTAL
POLICY NUMBER: 17PKGWE00519

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the insured agrees, in a written contract, signed by both parties and executed prior to the commencement of operations to provide a waiver of transfer of rights of recovery.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition of the respective coverage form(s) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above. This waiver shall not apply for occurrences resulting from the sole negligence of the person or organization shown in the schedule.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE – ALASKA NATIVE CORPORATION

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox below:

- ☒ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- ☒ ENVIRONMENTAL PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any additional insured to whom you agree in a written contract signed by both parties provide Primary and Non-Contributory status under this insurance.

As respects the above scheduled person(s) or organization(s), the following is added to the **Other Insurance Condition**:

1. Coverage available under this Coverage Form shall apply as primary insurance.
2. Any other insurance available to the above scheduled person(s) or organization(s) under any other third party liability policy shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

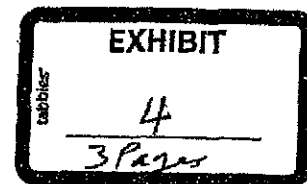
All other terms and conditions remain unchanged.



State of New Mexico
General Services Department

Statewide Price Agreement

GSD/PD (Rev. 01/11)



Awarded Vendor

0000074563

WHPacific, Inc.

6501 Americas Parkway NE Suite 400
Albuquerque NM 87110

Telephone No. (505) 348-5202

Price Agreement Number: 40-000-14-00062

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Natalie Martinez

Telephone No.: (505) 827-0251

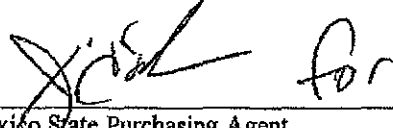
Invoice:

Title: **Energy and Commissioning Services**

Term: **March 7, 2014 thru July 21, 2018**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3/4/14

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-14-00062

Page-2

Establish a Statewide Price Agreement based on GSA Contract #GS-21F-0092U for Energy and Commissioning Services.

GSA Term:

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a Utilization Report to the Agreement Administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Ea.	Energy Commissioning Services. See attached price list for hourly rates.	

Susana Martinez
NEW MEXICO GOVERNOR

Edwynn L. Buehler
CABINET SECRETARY
GENERAL SERVICES DEPARTMENT

Lawrence O. Maxwell
STATE PURCHASING AGENT
STATE PURCHASING DIVISION



NEW MEXICO
GENERAL SERVICES DEPARTMENT

ADMINISTRATIVE SERVICES DIVISION
(505) 827-0620
BUILDING SERVICES DIVISION
(505) 827-2348
PROPERTY CONTROL DIVISION
(505) 827-2141
PURCHASING DIVISION
(505) 827-0472
RISK MANAGEMENT DIVISION
(505) 827-0442
TRANSPORTATION SERVICES DIVISION
(505) 476-1002

MEMORANDUM

Date: February 19, 2014
Memo To: James McLane, Energy-Commissioning Services Manager
Memo From: Natalie Martinez, Executive Procurement Officer
RE: GSA based Purchase Request (GS-21F-0092U)

Please be advised the State Purchasing Agent is willing to establish a purchase request based upon your willingness to extend your GSA pricing, terms and conditions to the State of New Mexico, subject to the following requirements:

1. In accordance with 13-1-129 (A)(1) NMSA 1978, all sales under this purchase request between WHPacific, Inc. and the State of New Mexico will be governed by the terms, conditions and pricing in WHPacific, Inc. Federal Supply Schedule contract GS-07F-0602N with the U.S. General Services Administration (GSA), as it may be amended or modified from time to time without further agreement by the State of New Mexico, and which will be and hereby is incorporated by reference into the purchase request. WHPacific, Inc. agrees to remit the fee of 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.
2. Along with submitting the required fee, the vendor must also agree to supply the State of New Mexico, State Purchasing Division, with a quarterly usage report broken out, at a minimum, to the state agency and local public body level (where applicable).

If you agree to the above conditions please sign at the space provided below and fax back to (505)827-2484 or email natalie.martinez1@state.nm.us. If you have any further concerns please contact Natalie Martinez at (505)827-0251. By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

WHPacific, Inc.
Company Name

02/25/2014
Date

Signature

VP
Title

DELIVERY ADDRESS: Joseph Montoya Building Rm. 2016, 1100 St. Francis Drive, Santa Fe, New Mexico 87505

MAILING ADDRESS: P.O. Box 6830, Santa Fe, New Mexico 87502



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

PS 000338

RECEIVED

SEP 11 2017

FINANCE DEPT
Budget
CITY OF SANTA FE

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor WHPacific

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$46,141.13

Termination Date: June 30, 2019

☐ Approved by Council

Date: _____

☒ or by City Manager

Date: April 11, 2017

Contract is for: CIP #507H, GCCC HVAC Equipment Replacement

Amendment # 1 to the Original Contract# 17-0298

Increase/(Decrease) Amount \$ 40,869.00

Extend Termination Date to: _____

☒ Approved by Council

Date: pending

☐ or by City Manager

Date: _____

Amendment is for: Additional design services - See attached memo.

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 46,141.13 of original Contract# 17-0298 Termination Date: 06/30/2019

Reason: Design services

Amount \$ 7,245.02 amendment # 1 Termination Date: 06/30/2019

Reason: Additional design services - approved by CM on 06/05/2017.

Amount \$ 40,869.00 amendment # 2 Termination Date: 06/30/2019

Reason: Additional design services

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 94,255.15



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other : New Mexico State Pricing Agreement

6 Procurement History: New Contract, Amendment #1, Amendment #2


Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: GCCC, CIP BOND, WIP DESIGN **BU/Line Item:** 52722.572960

AM for ML
Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jason M. Kluck

Phone # 955-5937

10 Certificate of Insurance attached. (If original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

RECEIVED

5.2.11.2017
 FINANCE DEPT
 City of Santa Fe

Log # (Finance use only):	
Batch # (Finance use only):	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Parks & Recreation / GCCC					DATE 09/25/2017	
ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY (.000000)	SUBLEDGER (0000)	INCREASE	DECREASE
<u>EXPENDITURES</u>					(enter as positive #)	(enter as negative #)
WIP Construction	52722	572960			40,870	
<u>REVENUES</u>					(enter as negative #)	(enter as positive #)

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

The original design contract is insufficient to cover required design scope for comprehensive replacement of the GCCC HVAC units under consideration. Please see attached memo and price proposal for details.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
	(40,870)
TOTAL:	

Jason M. Kluck	09/25/2017	(Use this form for Finance Committee/ City Council agenda items ONLY)	AM for ML
Prepared By (print name)	Date	CITY COUNCIL APPROVAL	Budget Officer
		City Council	
Division Director (optional)	Date	Approval Date	N/A > \$5,000
Nicholas Schiavo	09/11/2017	Agenda Item #:	Finance Director (< \$5,000)
Department Director	Date		City Manager (< \$50,000)

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 25, 2017**

ITEM 7

SANTA FR TRAILS

- a. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ANAYA'S WRECKER SERVICE IN THE AMOUNT OF \$5,000 **(LOIS AMADOR)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP: CORRECTION TO TITLE – Was not \$5,000 per year but \$5,000 for total of all 4 years

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON IVES	Excused		
COUNCILOR MAESTAS	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		
COUNCILOR VILLARREAL	X		

lec

City of Santa Fe, New Mexico

memo

RECEIVED

07/19/17
AUG 9 8 2017

FINANCE DEPT
CITY OF SANTA FE

DATE: July 19, 2017

TO: Public Works Committee
Finance Committee
City Council

VIA:

Nick Schiavo, P.E., Interim Public Works Department Director

Robert Rodarte, CPPO, CPPB, CPO

Robert Rodarte, Purchasing Officer

Digitally signed by Robert Rodarte, CPPO, CPPB, CPO
DN: cn=Robert Rodarte, CPPO, CPPB, CPO, ou=City of Santa Fe,
ou=Purchasing Division, email=rodarte@city.santa-fe.nm.us, c=US
Date: 2017.07.21 09:09:17 -0600

FROM: Lois Amador, Administrative Supervisor

TRANSIT

ISSUE: PSA for Anaya's Wrecker Service

SUMMARY:

Attached is a PSA for Anaya's Wrecker Service. When buses are hit or there is a mechanical failure, towing services are required. We are requesting a four year PSA for a grand total of \$5,000 for all four years. Procurement for Anaya's Wrecker Service has already exceeded \$50,000 from PSA's of other City of Santa Fe departments.

We generate two purchase orders with two towing companies due to the fact that one company may not be available when needed. In the past, this has worked out.

There are funds available in 52403.520550.

The method of procurement follows the purchasing manual section 24.2, "Professional Services up to \$5,000, exclusive of applicable gross receipts tax. The using department may determine available sources and negotiate directly with the prospective vendors. Competitive informal proposals or quotes are recommended in order to obtain the services in the best interest of the City, but are not required." Quotes were not obtained, we are basing selection on past business experience and satisfaction with Anaya's Wrecker Service.

ACTION:

Please approve the PSA for Anaya's Wrecker Service

ATTACHMENT

PSA, Summary of Contract, and Certification of Insurance

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Anaya's Wrecker Service

Procurement Title: Wrecker Service

Other Methods: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Exempt ☐ ~~Other~~ Permit on 29.2

Department Requesting/Staff Member PW / TRANSIT / Lois Amador

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	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Lois Amador, Admin Supervisor
Department Rep/Printed Name and Title

Department Rep Signature attesting that all information included
Robert Rodarte,
CPPO, CPPB, CPO
DN: cn=Robert Rodarte, CPPO, CPPB, CPO, o=City of Santa Fe, ou=Purchasing Division,
email=rodarte@cityofsanta-fe.nm.us, c=US
Date: 2017.09.11 14:23:05 -06'00'

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

RECEIVED
AUG 08 2021
Sublet
FINANCE DEPT
CITY OF SANTA FE
Plus GRT
☒ Inclusive of GRT

1 **FOR ORIGINAL CONTRACT** ☒ **or CONTRACT AMENDMENT** ☐

2 Name of Contractor Anaya's Wrecker Service

3 Complete information requested

Original Contract Amount: \$5,000.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☒ or by City Manager Date: _____

Contract is for: wrecker services towing of buses

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other professional services under 50,000 as per purchasing manual 24.2 quotes not required

6 Procurement History: first year of 4 year contract

example: (First year of 4 year contract)

Robert Rodarte, CPPO, CPPB, CPO
CPO
Digitally signed by Robert Rodarte, CPPO, CPPB, CPO
DN: cn=Robert Rodarte, CPPO, CPPB, CPO, o=City of Santa Fe,
ou=Purchasing Division, email=rodarte@city.santa-fe.nm.us, c=US
Date: 2012.07.21 09:02:02 -0600

Purchasing Officer Review

Comments or Exceptions:

AUG 07 2017

7 Funding Source: _____ 52403 BU/Line Item: 52403. 520550.000000

MARIE SUSAN LEE

Budget Officer Approval

Comments or Exceptions:

① BAC did not
yet approve ins.
waiver
② ins. included

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Lois Amador-Transit

Phone # 955-2010

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Anaya's Wrecker Service (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide professional towing services for buses that have mechanical failure or have been involved in crashes.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five thousand dollars (\$5,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such

termination, and for which compensation has not already been paid.

~~(3) If compensation is based upon hourly rates and expenses~~

Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

~~The Contractor 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort

Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of

competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Thomas Martinez
Santa Fe Trails
2931 Rufina
Santa Fe, NM 87505

Contractor:
Anaya's Wrecking Service
Robert Anaya
2253 Ben Lane
Santa Fe, NM 87507

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER GONZALEZ, MAYOR

Robert Anaya, Owner

DATE: _____

DATE: _____

ATTEST:

CRS#02-167347-00-0
City of Santa Fe Business
Registration # 17-00001148

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADM 9/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52403.520550
Business Unit Line Item

HUB INTL INS SRVCS
PO BOX 5080
SANTA FE, NM 87502
1-505-992-1864

PROGRESSIVE
COMMERCIAL

Policy number: 03406572-7

Underwritten by:
UNITED FINANCIAL CASUALTY COMPANY
July 17, 2017
Page 1 of 3

Certificate of Insurance

Certificate Holder

CITY OF SANTA FE
SANTA FE TRAILS
2931 RUFINA
SANTA FE, NM 87505

Insured

ANAYA'S ROADRUNNER
WRECKER SERVICE INC.
2253 BEN ROAD
SANTA FE, NM 87501

Agent

HUB INTL INS SRVCS
PO BOX 5080
SANTA FE, NM 87502

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 23, 2017

Policy Expiration Date: Feb 23, 2018

Insurance coverage(s)

Limits

BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$100,000 COMBINED SINGLE LIMIT UNSTACKED
UNINSURED MOTORIST PROPERTY DAMAGE	\$100,000 W/\$250 DED
GARAGEKEEPERS DIRECT PRIMARY LOC# ONE	\$50,000 W/\$500 DED/VEHICLE, \$2,500 AGGREGATE

Description of Location/Vehicles/Special Items

Scheduled autos only

1991 PTRB 379 1XP5D29XXMD306982

Stated Amount \$15,000

MEDICAL PAYMENTS	\$10,000
FIRE AND THEFT W/ CAC	\$1,000 DED
COLLISION	\$1,000 DED
ON-HOOK DIRECT PRIMARY	\$50,000 W/\$1,000 DED

2005 INTL 430 1HTMMAALB5H110407

Stated Amount \$65,000

MEDICAL PAYMENTS	\$10,000
FIRE AND THEFT W/ CAC	\$1,000 DED
COLLISION	\$1,000 DED
ON-HOOK DIRECT PRIMARY	\$50,000 W/\$1,000 DED



2016 FORD F550 SUPER DUTY 1FDUF5HT6GEB35472

Stated Amount \$75,944

FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$500 DED

2000 KW W90 1XKWDB9X2YR850914

Stated Amount \$50,000

MEDICAL PAYMENTS \$10,000
 FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$1,000 DED

2001 PTRB 379 1XP5DR9X41D553581

Stated Amount \$145,000

MEDICAL PAYMENTS \$10,000
 FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$1,000 DED

2002 PTRB 330 2NPNHD7X82M571095

Stated Amount \$150,000

MEDICAL PAYMENTS \$10,000
 FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$1,000 DED

2006 INTL 430 1HTMMAAL86H321933

Stated Amount \$28,000

MEDICAL PAYMENTS \$10,000
 FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$1,000 DED

2011 CHEVROLET SUBURBAN C1500/ 1GNSKJE33BR324920

COMPREHENSIVE \$1,000 DED
 COLLISION \$1,000 DED
 ROADSIDE ASSISTANCE SELECTED

1999 FORD F350 SUPER DUTY 1FTWW33FXXEC20916

Stated Amount \$15,000

FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$500 DED

2016 INTL 430 1HTMMML3GH379432

Stated Amount \$97,900

FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$500 DED

2016 FORD F550 SUPER DUTY 1FD0X5HT1GEB57147

Stated Amount \$93,497

FIRE AND THEFT W/ CAC \$1,000 DED
 COLLISION \$1,000 DED
 ON-HOOK DIRECT PRIMARY \$50,000 W/\$500 DED



Policy number: 03406572-7

Page 3 of 3

Certificate number

19817NET572

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "K. P. M." or similar, written in a cursive style.

Form 5241 (10/02)



REQUEST FOR WAIVER OF INSURANCE

Date: 4/9/17 Division/department: PW/TRANSIT

Project manager: Lois Amador Phone: 201

Requested for:

- ☐ General liability ☐ Auto liability ☐ Professional liability
☐ Workers compensation (Mandatory unless sole proprietor) ☐ Other insurance

Scope of services: TDking buses

Why the request for waiver:

Division evaluation of risk:

What is the term and annual dollar amount of the contract:

4 yrs \$ 4,000
1,000 per year

- | | | |
|---|---|--|
| Is our standard contract being used: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was the contractor asked if they carry insurance: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is there construction/demolition: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Is there potential for bodily injury or property damages: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are crowds or children likely to be involved: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Will the contractor be working on site in the City: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is the contractor a professional (licensed, certified): | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Will the City rely on information to make future decisions: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Could poor, non-performance or the product cause loss: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Office of Risk Management recommendation: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

OK to waive

☐ Insurance Waiver Approved

☐ Insurance Waiver Not Approved

Brian Snyder, City Manager

Date

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 25, 2017**

ITEM 8

REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH THE LOUIS BERGER GROUP, INC. FOR AN AMOUNT OF \$119,632.76 PLUS APPLICABLE NMGR (LEROY PACHECO)

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON IVES	Excused		
COUNCILOR MAESTAS	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		
COUNCILOR VILLARREAL	X		

Lod

City of Santa Fe, New Mexico

memo

DATE: September 11, 2017

TO: Public Works Committee

VIA:

Nicholas A. Schiavo PE, Public Works Department Director

John J. Romero PE, Engineering Division Director

Leroy N. Pacheco PE, River, Watershed & Trails Supervisor

ITEM AND ISSUE:

REQUEST APPROVAL OF AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT (ITEM #16-0339) FOR CONSTRUCTION MANAGEMENT SERVICES WITH THE LOUIS BERGER GROUP, INC. FOR \$119,632.76 PLUS TAX FOR (CN S100390/CIP #859A) ST. FRANCIS CROSSING FROM ACEQUIA TRAIL TO RAILYARD.

BACKGROUND & SUMMARY:

On July 29, 2015, the city council approved a cooperative agreement with the New Mexico Department of Transportation (NMDOT) that provides for \$4,290,463.00 in federal funding (with a 14.56% city match) for the construction and construction management of a multi-use trail underpass with ADA accessibility from the Acequia Trail to the Santa Fe Railyard.

On May 25, 2016, the City of Santa Fe approved PSA Item #16-0339 for Construction Management Services for the Acequia Trail Underpass (CN S100390/ CIP 854A) with the Louis Berger Group, Inc. (LBG) in the amount of \$454,452.65 plus tax.

The attached Amendment #1 to Professional Services Agreement between the City and LBG is for an additional \$119,632.76 plus tax. The amendment reflects additional construction management services required of LBG as a result of city approved construction scope and contract time changes, and that are needed to close out the project per federal requirements.

Funds are identified and available in BU/Line Item 426004/572960.

RECOMMENDED ACTION:

THE PUBLIC WORKS DEPARTMENT RECOMMENDS THE APPROVAL OF AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE LOUIS BERGER GROUP, INC. FOR \$119,632.76 PLUS TAX

Attachments: Amendment #1, PSA #16-0339; Summary of Contracts



City of Santa Fe Summary of Contracts, Agreements, & Amendments

RECEIVED

SEP 15 2017

FINANCE DEPT
CITY OF SANTA FE

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Louis Berger Group, Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$454,452.65

Termination Date: May 25, 2018

☒ Approved by Council Date: May 25, 2016

☐ or by City Manager Date: _____

Contract is for: Construction Management Services for CIP# 859A -Acequia Trail Underpass (CN-S100390)

Amendment # 1 to the Original Contract# #16-0339

Increase/(Decrease) Amount \$ \$119,632.76

Extend Termination Date to: May 25, 2020

☒ Approved by Council Date: pending

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 454,452.65 of original Contract# #16-0339 Termination Date: 05/25/2018

Reason: Construction Management Services

Amount \$ 119,632.76 amendment # 1 Termination Date: 05/25/2020

Reason: Project Duration Changes

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 574,085.41



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# City of Santa Fe RFP - # 16/15/P Date: October 12, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 2nd of 4 year
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ 426004 BU/Line Item: _____ 572960

Att for ML
Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Leroy N. Pacheco, PE JMB

Phone # _____ -6853

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Louis Berger Group, Inc.

Procurement Title: Construction Management Services for the Acequia Trail Underpass (CNS100390 CIP859A)

Solicitation RFP#: #10/12/R

Department Requesting/Staff Member Public Works/ Leroy N. Pacheco, PE

Procurement Requirements:

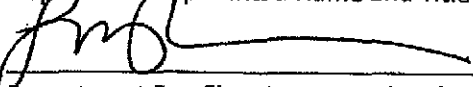
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction 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*

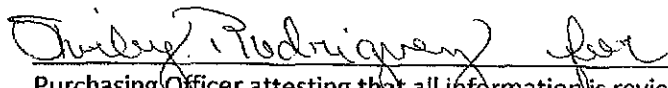
YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Public Works Leroy N. Pacheco, PE (Engineer Supervisor)

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Purchasing Officer attesting that all information is reviewed

03/10/16

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input type="checkbox"/>	Contract Award Notice
<input type="checkbox"/>	<input type="checkbox"/>	Email or notification sent to all Proponent(s)/Offerors that award was made
<input type="checkbox"/>	<input type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input type="checkbox"/>	Veterans Exemption
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

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

*

PROTEST (If applicable)*

YES

N/A

☐☐

Documentation from protester filed with the Purchasing Office

☐☐

Letter from Department to Purchasing Office Providing response to protest

☐☐

Letter from Purchasing Officer to protester and Department on final outcome

☐☐

Other. _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

☐☐

Original proposal (s) with no redactions

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0339**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 25, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and the Louis Berger Group, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide construction management services for the City with regard to CN:S100390 Acequia Trail Underpass (the "Project"),

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred nineteen thousand six hundred thirty-two dollars and seventy-six cents (\$119,632.76), exclusive of applicable gross receipts taxes, as described in the attached "Exhibit A-1", so that Article 3, paragraph A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred seventy-four thousand, and eighty-five dollars, and forty-

one cents (\$574,085.41), exclusive of applicable gross receipts taxes in total for the term of this agreement.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

The Louis Berger Group, Inc.
Richard K. Rotto, Manager

Date: _____

Date: _____
NM Taxation & Revenue
CRS # 02-237222-009
City of Santa Fe Business Registration #
17-00067046

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 9/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

426004/572960/0114400

Business Unit/Line Item



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2017

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

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

PRODUCER Beecher Carlson Insurance Services
1500 Broadway, 21st Floor
New York, NY 10036

CONTACT NAME: (ATL) Judith Boich
PHONE (A/C, No, Ext): FAX (A/C, No): 770.870.3031
E-MAIL ADDRESS: jboich@beechercarlson.com

INSURED
The Louis Berger Group, Inc
PO Box 1946
412 Mount Kemble Avenue
Morristown, NJ 07962

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA 19445
INSURER B: Granite Mutual Insurance Company 14095
INSURER C: Starr Indemnity & Liability Company 38318
INSURER D: Lloyds of London (AIG Europe Ltd.)
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 36491543

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab & XCU <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GL 3261646	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CA 3493510	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	1000589514171	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A	WC 14220305 (AOS) WC 14220306 (CA) WC 14220307 (NJ,FL,MA)	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	<input checked="" type="checkbox"/>	B0146LDUSA1704767	3/1/2017	3/1/2018	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

Project Description: Acequia Trail Underpass Berger Project #TBD Where checked above, Additional Insured status extended as required by written contract, and extended on a Primary and Con-contributory basis where required by written contract. Where checked above, Waiver of Subrogation applies where required by written contract and as permitted by law.

CERTIFICATE HOLDER**CANCELLATION**

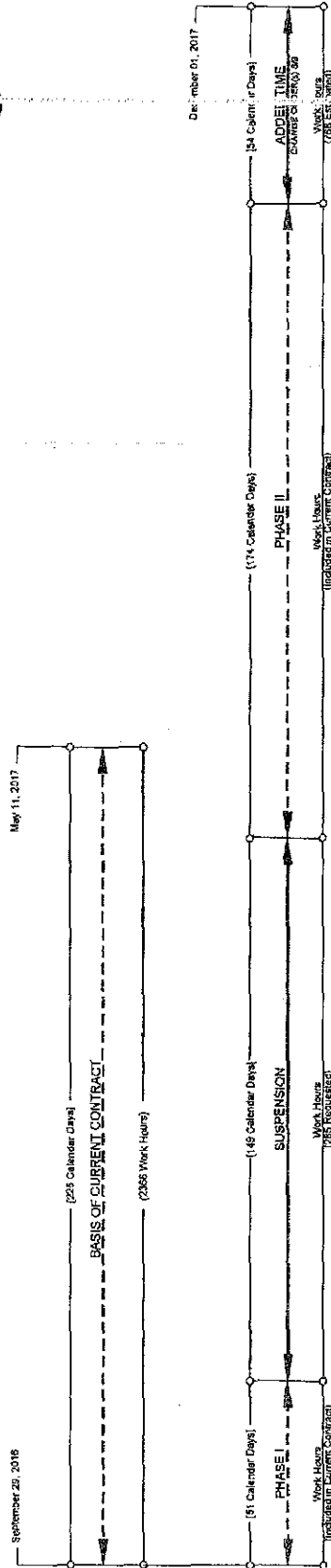
City of Santa Fe
Attn: Leroy Pacheco
PO Box 909
Santa Fe NM 87504-0909

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

AUTHORIZED REPRESENTATIVE

(NY) Joe Roberia

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BASIS OF ORIGINAL BUDGET		ORIGINAL BUDGET ALLOCATION		ADDED TIME FOR CHANGE ORDERS AND PS		TOTAL ADDED TIME	
PARAMETER	TIME	PHASE 1	PHASE 2	C.O. #8	C.O. #9	TOTALS	11/09/2016
START DATE	9/20/2016	9/20/2016	4/17/2017	10/8/2017	10/12/2017	10/12/2017	11/09/2016
END DATE	5/11/2017	11/19/2016	10/7/2017	10/11/2017	12/1/2017	12/1/2017	12/1/2017
CALENDAR DAYS	225	51	178	1	50	51	279
WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS)	154	35	122	3	42	45	202
LOUIS BERGER STAFF ALLOCATION		ORIGINAL BUDGET ALLOCATION		ADDED TIME FOR CHANGE ORDERS AND PS		TOTAL ADDED WORK HOURS	
CONSTRUCTION MANAGER IN CHARGE	WORK HOURS	PHASE 1	PHASE 2	C.O. #8	C.O. #9	TOTALS	196
CONSTRUCTION MANAGEMENT SUPERVISOR	324	INCLUDED IN ORIGINAL BUDGET	INCLUDED IN ORIGINAL BUDGET	8	97	105	355
CHIEF INSPECTOR	646			17	103	120	502
DEPUTY INSPECTOR	1152			36	417	453	0
TOTALS	2444	0	0	0	0	0	1053

NOTES:
 1) 728 WORK HOURS ARE BEING REQUESTED TO ACCOUNT FOR THE INCREASE IN CONTRACT TIME ASSOCIATED WITH CHANGE ORDER(S) #8 & #9.
 2) 355 WORK HOURS ARE BEING REQUESTED TO ACCOUNT FOR THE REQUIRED PROJECT ADMINISTRATION RESPONSIBILITIES PROVIDED DURING THE SUSPENSION.



Louis Berger

September 8, 2017

Mr. Larry Pacheco

Roadway & Trails Engineering Division
City of Santa Fe Public Works
500 Market Station, Suite 200
Santa Fe, New Mexico 87501



**RE: AMENDMENT NO. 1 FOR RFP #16/15/P
CONSTRUCTION MANAGEMENT SERVICES FOR ACEQUIA TRAIL UNDERPASS
(CN S100390/CIP 859A)**

Dear Mr. Pacheco,

After review of the Contractor's progress for the construction of the Acequia Trail Underpass together with the amount of physical work remaining to achieve substantial completion, Construction Management and Inspection (CM&I) services are inadequate for the completion of the project in accordance with federal project closeout requirements.

The Construction Agreement between the Owner (City of Santa Fe) and Contractor (Vital Consulting Group, Inc.) was structured with a Contract Time duration of 225 Calendar Days.

Due to an Owner granted winter suspension, lasting 149 calendar days, and work added to the project under Change Orders #8 and #9, which added 68 calendar days to the contract, the project duration has increased from the original 225 Calendar Days up to the current total of 442 Calendar Days. These modifications have increased the overall project duration by nearly 100 percent.

We are requesting additional budget for providing administrative duties during the 149 day winter suspension. The additional 285 Work Hours were expended managing the following actions during the owner granted suspension period:

1. Issuance of Non-Compliance for discrepancies between wage rate interviews and certified payrolls to bring sub-contractor into conformance with civil rights equal employment opportunity requirements;
2. Preparation and negotiation for the terms and conditions of suspension (November 18, 2016 and April 16, 2017);
3. Provided construction management / inspection duties during the suspension involving storm water pollution prevention, roadway maintenance (pot-holing), sidewalk accessibility (firm and unyielding), and traffic control.
4. Prepared, negotiated, and completed 5 additional monthly payment applications;
5. Hosted and documented 10 additional weekly progress meetings;
6. Mediated the Contractor's Intent to File Claim;
7. Mediated the Contractor's assertion of significant changes in the character of work;

8. Mediated the Contractor's demand for additional obstruction removal payment; and
9. Continued communications with NMDOT regarding federal reimbursement requests and NMDOT project file audits.

Additionally, we are requesting a budget amendment to continue providing CM&I Services for the additional time added to the Construction Contract (54 Calendar Days) increase associated with the issuance of Change Orders #8 and #9. We have estimated an additional 768 Work Hours will be required to inspect the work predicated upon the following assumptions:

1. Physical Completion of the project is reached on or before December 01, 2017;
2. The Contractor's work schedule remains at 6 days per week at 9 hours per day; and
3. The Contractor doesn't file claim.

Services provided by Louis Berger through July 28, 2017 and approved by the City in accordance with Section 3 of our agreement total \$358,301.02, of the \$454,452.65 total budget. As reflected in Invoice No. 11 (attached), there was a remaining balance of \$104,114.25 available at the end of July. However, of that total balance, only \$30,459.79 remains for CM&I services while \$65,691.84 is allocated for our specialty subcontractors. An itemized breakdown of the remaining balance of each team member's work after Invoice No. 11 is as follows:

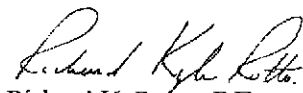
- \$31,068.02 – Construction Management & Inspection (by Louis Berger)
- \$18,570.21 – Quality Assurance Sampling and Testing (by Geo-Test)
- \$10,947.05 – Independent Assurance sampling and Testing (by AMEC)
- \$25,707.80 – Landscape Architecture Construction Oversight (by Serquis + Associates)
- \$ 8,790.00 – Art and Aesthetics Oversight (by Wilco Art & Design)
- \$ 1,676.78 – Environmental Compliance (by Bohannon Huston)

Only the Louis Berger's CM&I portion of the work is seeking additional budget. The remaining balance for the specialty subcontractors appears sufficient to complete the project.

The attached work hour estimate for CM&I services assuming an additional 68 calendar days of CM&I in addition to replenishing our original estimated budget for Post Construction Services.

I look forward to discussing the proposal with you at your convenience.

Submitted on behalf of,
Louis Berger


Richard K. Rotto, P.E.

Manager, New Mexico
Direct: 505.395.2190
Mobile: 505.470.4951
rrotto@louisberger.com



Louis Berger

Louis Berger Staff Allocation	Direct Labor (Hourly)	Overhead 148.59%	Fee 10%	Total(s)	
				Man-Hours	Cost
Construction Manager In-Charge	\$ 48.13	\$ 71.52	\$ 11.96	196	\$ 25,795.76
Construction Management Supervisor	\$ 45.74	\$ 67.97	\$ 11.37	355	\$ 44,401.83
Chief Inspector	\$ 34.92	\$ 51.89	\$ 8.68	502	\$ 47,935.17
Deputy Inspector	\$ 38.88	\$ 57.77	\$ 9.67	0	\$ -
Sub-Total				1,053	\$ 118,132.76
Sub-Consultants					
QA Testing Allowance (Geo-Test, Inc.)					\$ -
IA Testing Allowance (Amec Foster Wheeler)					\$ -
Serquis & Associates					\$ -
Willco Art & Design					\$ -
Bohannon-Huston, Inc.					\$ -
Sub-Total					\$ -
Reimbursable					
Construction Documentation and Safety Materials					\$ -
Vehicle Use (\$500 / mo x 3 months)					\$ 1,500.00
Sub-Total					\$ 1,500.00
Estimated Budget					\$ 119,632.76

Gross Receipts Tax (GRT) @ 8.3125%

\$ 9,944.47

Total Budget Including GRT

\$ 129,577.23

EXHIBIT A - WORK HOUR SCHEDULE ACTIVITIES	ESTIMATED WORK-HOURS						Totals
	Construction Manager in Charge	Construction Management Supervisor	Chief Construction Inspector	Deputy Inspector			
PRE-CONSTRUCTION							
A. Pre-Construction Conference (Pre-Con)							
- Complete review of the Contractor submitted schedule of work							0
- Review and coordinate analysis of Contractor submittals with the EOR							0
- Conduct pre-construction conference							0
- Review and comment on the Contractor's schedule with the EOR							0
PRE-CONSTRUCTION SUB-TOTAL	0	0	0	0	0	0	0
CONSTRUCTION							
A. General							
- Construction Manager / Inspector for 50 days at 9 hrs/day			450				450
B. Schedules							
- Review Schedules	0	8	incl.				8
C. Construction Meetings							
- Weekly Construction Meetings (10 meetings @ 2hrs long)	20	20	incl.				40
D. Liaison							
a) Serve as City's liaison with Contractor	4	12	incl.				16
b) Assist in obtaining from Owner additional details or information	0	0	incl.				0
E. Shop Drawings and Samples							
a) Record/Track	16	8	incl.				24
b) Notify Engineer / Landscape Architect / Artist, as applicable	4	8	incl.				12
c) Advise Contractor and Owner		4	incl.				4
d) Review Shop Drawings							
F. Modifications							
- Consider Modifications							
G. Review Work and Rejection of Defective Work							
a) On-Site Observations							
- Daily Inspection			incl.				0
- Weekly Inspection (10 Weeks)	10	20	incl.				30
- Monthly Inspection (3 Months)	3	9	incl.				12
b) Notify Contractor	0	0	incl.				0
H. Inspections, QA Tests, System Start-Ups							
a) Verify QC/QA Tests and Test Documentation	8	16	incl.				24
b) Observe and record details of test procedures	0	8	incl.				8
c) Accompany and Document Visiting Public/Agency Inspectors	0	4	incl.				4
d) Review SWPPP	0	0	incl.				0
e) Provide all test and inspection reports to City	0	4	incl.				4
I. Records							
a) Maintain Orderly Files / Correspondence / Change Orders / Etc.	4	16	incl.				20
b) Prepare Daily Reports / Diary / Sourcebooks			incl.				0
c) Record names, addresses, etc			incl.				0
d) Maintain Records for use in Preparing Documentation	4	16	incl.				20
e) Furnish Original Set of Documentation	0	0	incl.				0
J. Reports							
a) Prepare Periodic Reports			incl.				0
- Daily Inspection Log	0	8	incl.				0
- Weekly Reports	0	8	incl.				8
- Monthly Inspection (3 monthly inspections)	3	6	incl.				9
b) Review and Approve Change Orders/Directives/Field Orders	8	16	incl.				24
c) Furnish to Owner Copies of Documentation		2	incl.				2
d) Immediately Notify Owner		2	incl.				2
e) Update City		2	incl.				2
K. Payment Requests							
a) Review Applications for Payment (3 pay applications)	12	12	incl.				24
L. Certificates							
a) Verify Certificates	4	12	incl.				16
M. Completion							
a) Substantial Completion Inspection (Pre-Final Inspection)	8	8	incl.				16
b) Final Inspection	4	4	incl.				8
c) Observation of Final Inspection Punch List	4	4	incl.				8
CONSTRUCTION SUB-TOTAL	116	229	450	0	0	0	795
QUALITY ASSURANCE AND FEDERAL CONTRACT MANAGEMENT							
A. Quality Assurance							
- Schedule quality assurance materials testing			8				8
- Conduct Source Inspections			8				8
- Determine material acceptance	4	4	8				16
- Review material(s) test reports, performed by others, for compliance	8	8	8				24
- Ensure Certificates of Compliance or source tags are furnished by the Contractor	0	2	4				6
B. Federal Contract Management							
- Maintain construction documents per federal requirements	16	32					48
- Enforcement of labor compliance requirements including pre-job checklist	4		4				8
- Utilize B2Gnow and LCPTracker for Contractor subcontractor payments	8						8
- Enforcement of federal quality assurance requirements	8	4					12
QUALITY ASSURANCE AND FEDERAL CONTRACT MANAGEMENT SUB-TOTAL	48	50	40	0	0	0	138
POST CONSTRUCTION							
- Prepare initial punch list and consolidate comments into final punch list	4	8	4				16
- Finalize bid items, claims, change orders, punch list items and correct shop drawings	8	20	8				36
- Oversee completion of record drawings		16					16
- Preparation of federal final reporting requirements	12	16					28
- Preparation of report of expenditures checklist	8	12					20
- Transmit project files and record drawings to City of Santa Fe for archiving		4					4
POST CONSTRUCTION SUB-TOTAL	32	76	12	0	0	0	120
PROJECT TOTALS	196	355	502	0	0	0	1053

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and the Louis Berger Group, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide construction management services for the City with regard to CN:S100390 Acequia Trail Underpass (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred fifty-four thousand, four hundred fifty-two dollars, and sixty-five cents (\$454,452.65), exclusive of applicable gross receipts taxes in total for the term of this agreement.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate two (2) years hence from the date of signature, unless terminated sooner pursuant to Article 6 below. The term and effective date is amendable by the mutual agreement of both parties pursuant to Article 18 below, not to exceed four (4) years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through

the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an

additional insured and that the City will be notified within 10 days of cancellation for any reason.

The Contractor shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe

Roadway & Trails Engineering Division
Attn: Leroy N. Pacheco, PE
P.O. Box 909
Santa Fe, New Mexico 87504-0909

Contractor:

Louis Berger Group, Inc
Attn: Richard K. Rotto, PE
2019 Galisteo Street
Santa Fe, New Mexico 87505

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:

By:


JAVIER M. GONZALES, MAYOR

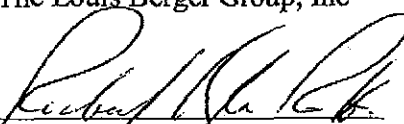
DATE:

6/2/16

CONTRACTOR:

The Louis Berger Group, Inc

By:


Richard K. Rotto, Manager

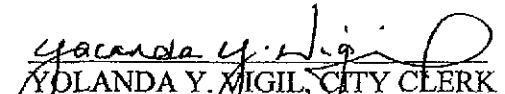
New Mexico

DATE:

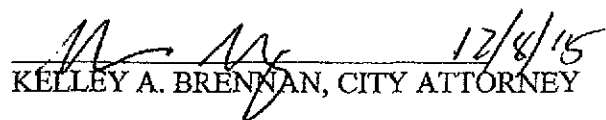
6/7/2016

NM Taxation & Revenue
CRS #02-237222-009
City of Santa Fe Business
Registration # 15-00067046

ATTEST:


YOLANDA Y. MIGIL, CITY CLERK
cc mtg. 5/25/16

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 5-26-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

426004/572970
Business Unit/Line Item



Louis Berger

December 4, 2015

Mr. Leroy Pacheco
Roadway & Trails Engineering Division
City of Santa Fe Public Works
500 Market Station, Suite 200
Santa Fe, New Mexico 87501



**RE: SCOPE OF SERVICES PROPOSAL FOR RFP #16/15/P
CONSTRUCTION MANAGEMENT SERVICES FOR ACEQUIA TRAIL
UNDERPASS (CN S100390/CIP 859A)**

Dear Mr. Pacheco,

The Louis Berger Group, Inc. (Louis Berger) respectfully offers this scope of services proposal to provide construction management services for the above referenced project as detailed herein. Services may include the following:

1. **PRE-CONSTRUCTION SERVICES:** The following pre-construction activities are anticipated to include the following:
 - 1.1. Coordinate and host a kick-off meeting with NMDOT representatives to discuss and agree on the following:
 - 1.1.1. EEO Requirements;
 - 1.1.2. Disadvantaged Business Enterprise Compliance (B2Gnow);
 - 1.1.3. Labor and Wage Rate Compliance (LCPtracker);
 - 1.1.4. Source Book Format;
 - 1.1.5. Project history, peculiarities, important considerations, design issues, etc.;
 - 1.1.6. Environmental Commitments;
 - 1.1.7. Material Testing Requirements;
 - 1.1.8. Progress Payments detail requirements and format;
 - 1.1.9. Change Orders procedure and format;
 - 1.1.10. Project Final Acceptance and Close Out.
 - 1.2. Coordinate and schedule a Pre-Construction Conference (PCC);
 - 1.3. Prepare a letter of request for all necessary submittals required by the Contractor prior to the pre-construction conference;
 - 1.4. Review Contractor required submittals prior to PCC;
 - 1.5. Conduct PCC;
 - 1.6. Prepare meeting minutes from PCC and circulate to attendees for comment; and
 - 1.7. Incorporate comments received and finalize meeting minutes.
2. **CONSTRUCTION SERVICES:** This work shall consist of the efforts necessary to provide Construction Management Services to the City during construction of the above referenced project. These duties are anticipated to include the following:

- 2.1. CONSTRUCTION MANAGER DUTIES - Louis Berger's Construction Management team will have overall responsibility for the administration and satisfactory completion of the project. The following duties are anticipated:

- 2.1.1. Supervise activities for the inspectors and office personnel;
- 2.1.2. Approve/recommend the issuing of all change orders;
- 2.1.3. Obtain prior written authorization of contract change order from District Engineer;
- 2.1.4. Prepare and negotiate all project change orders;
- 2.1.5. Obtain approval of change orders from the Contractor, T/LPA and State;
- 2.1.6. Coordinate project activities between the Contractor and City representatives;
- 2.1.7. Maintain public relations;
- 2.1.8. Address all problems and/or concerns on the project;
- 2.1.9. Approve and certify all project documentation and submittals (including source books, certificates of compliance, estimates, NPDES, payrolls, subcontracts, traffic control diary and testing reports);
- 2.1.10. Enforce contractor's compliance with contract requirements (i.e., Buy America, DBE, EEO, etc.);
- 2.1.11. Review of the A-1086 & A-1088a forms;
- 2.1.12. Maintain a construction management diary;
- 2.1.13. Administer monthly progress payments;
- 2.1.14. Reject defective material and workmanship;
- 2.1.15. Interpret the plans and specifications.

- 2.2. PROJECT INSPECTOR DUTIES - Project inspection is one of the most important aspects of a construction project as it will directly affect the project outcome and processing of documentations for reimbursement of funds for federally funded projects. The following duties are anticipated:

- 2.2.1. Prepare and maintain a daily diary;
- 2.2.2. Prepare and maintain source books – showing pay quantities and quantity computations;
- 2.2.3. Schedule material testing;
- 2.2.4. Work with the Construction Manager to prepare change orders;
- 2.2.5. Inspect on-going operations – Measure quantities;
- 2.2.6. Check for quality assurance (QA) of materials and workmanship;
- 2.2.7. Maintain public relations;
- 2.2.8. Coordinate with railroad and utility owner representatives;
- 2.2.9. Conduct EEO and Labor Compliance interviews;
- 2.2.10. Prepare quantities for paying monthly estimates – cross-reference to source document books

- 2.3. PROJECT ADMINISTRATOR DUTIES - The following administrative duties are anticipated:

- 2.3.1. Audit payrolls and wage rates with EEO interviews and payroll review;
- 2.3.2. Audit and file all test reports as per "Minimum Testing Requirements";
- 2.3.3. Prepare documents for requesting reimbursement from the State by auditing the following:
 - 2.3.3.1. Contractor and subcontractor's payrolls;
 - 2.3.3.2. Certificate of Compliance files;
 - 2.3.3.3. Documentation of payment from the City of Santa Fe to the Contractor;
 - 2.3.3.4. EEO Form PR-1391 for all subcontractors and the Contractor; and

- 2.3.3.5. Summary of all testing credits;
- 2.3.4. Audit Consultant's files;
- 2.3.5. Review Source Books;
- 2.3.6. Enter and /or confirm entry of all required information and payment data into B2Gnow and LCPTracker.

3. QUALITY ASSURANCE AND FEDERAL CONTRACT MANAGEMENT SERVICES:

- 3.1. QUALITY ASSURANCE - Quality assurance (acceptance) testing shall be performed under the requirements of the Contract plans, specifications, and the latest NMDOT minimum testing requirements, and as directed by Louis Berger's Construction Manager. The quality testing program requires both acceptance sampling and testing (QA) and independent assurance sampling and testing (IA). Louis Berger and our team of testing subcontractors will be responsible for conducting all QA (GEO-TEST) and IA (AMEC Foster Wheeler) sampling and testing and all tests shall be conducted by certified Technician Training and Certification Program (TTCP) personnel.

- 3.1.1. Conduct Source Inspections;
- 3.1.2. Determine material acceptance;
- 3.1.3. Review material(s) test reports for compliance;
- 3.1.4. Ensure certifications of compliance or source tags are furnished by the Contractor;

- 3.2. FEDERAL CONTRACT MANAGEMENT – Federal contract management shall be administered in strict compliance with the NMDOT Federal-Aid Highway Program Stewardship and Oversight Agreement for the management of construction projects funded with federal funds. The federal contract management duties are anticipated:

- 3.2.1. Maintain construction documents per federal requirements;
- 3.2.2. Enforcement of labor compliance requirements including pre-job checklist;
- 3.2.3. Utilize B2Gnow and LCPTracker for Contractor subcontractor payments;
- 3.2.4. Enforcement of federal quality assurance (QA) and independent assurance (IA) testing requirements.

4. POST CONSTRUCTION SERVICES: This work shall consist of the administration activities necessary to complete the Construction Management Services for the above referenced project. These duties are anticipated to include the following:

- 4.1. Prepare initial punch list and consolidate comments into final punch list;
- 4.2. Finalize bid items, claims, change orders, punch list items and correct shop drawings;
- 4.3. Oversee completion of record drawings;
- 4.4. Preparation of federal final reporting requirements;
- 4.5. Preparation of report of expenditures checklist;
- 4.6. Transmit project files and record drawings to the City of Santa Fe for archiving.

5. GENERAL ASSUMPTIONS:

- 5.1. The duration of construction activities, from notice to proceed to project acceptance, shall not exceed 160 working days;
- 5.2. Contractor does not delay start of work after notice to proceed;
- 5.3. Delays due to weather are unpredictable and have not been considered;
- 5.4. Unknown or differing field conditions have not been considered;
- 5.5. Contractor does not request to work longer than a 9-hours per day;
- 5.6. Schedule does not require inspection longer than a 9-hours per day;
- 5.7. Schedule does not require inspection exceeding 5 days per week (i.e. no weekend work);
- 5.8. Contractor does not opt to work multiple (nighttime / daytime) shifts during the same day;
- 5.9. Contractor strictly abides by contract requirements and administrative timelines for federally funded projects

6. BASIS OF PAYMENT: Payment shall be based on adequate documentation for man hours actually worked and actually incurred as separately monthly billable costs, as set forth in the contracted rate schedules. Services provided will be invoiced on a time and materials basis on a not-to-exceed budget of \$454,452.65 excluding gross receipts tax. The budget not-to-exceed amount has been established as a placeholder and is subject to amendment. This amount will not be exceeded without prior written approval. Work will proceed until project certification and closeout is achieved or the approved budget is exhausted, whichever comes first.

Submitted on behalf of,
Louis Berger



Richard K. Rotto, P.E.
Manager, New Mexico
Direct: 505.395.2190
Mobile: 505.470.4951
rrotto@louisberger.com



EXHIBIT A - WORK HOUR SCHEDULE ACTIVITIES	ESTIMATED WORK HOURS						
	Construction Manager in Charge	Construction Management Supervisor	Over Construction Inspector	Quality Inspector			Total
PRE-CONSTRUCTION							
A. Pre-Construction Conference (Pre-Con)							
- Complete review of the Contractor submitted schedule of work	12	16	16				44
- Review and coordinate analysis of Contractor submittals with the EDR	Incl.	Incl.	12				12
- Conduct pre-construction conference	4	24	4				32
- Review and comment on the Contractor's schedule with the EDR	Incl.	Incl.	Incl.				0
PRE-CONSTRUCTION SUB-TOTAL	26	40	32	0	0	0	98
CONSTRUCTION							
A. General							
- Construction Manager / Inspector for 160 days at 9 hrs/day			152	244			396
B. Schedules							
- Review Schedules	10	30	Incl.	Incl.			40
C. Construction Meetings							
- Weekly Construction Meetings (32 meetings @ 2 hrs long)	64	64	Incl.	Incl.			128
D. Liaison							
a) Serve as City's Liaison with Contractor	20	30	Incl.	Incl.			40
b) Assist in obtaining from Owner additional details or information	0	12	Incl.	Incl.			12
E. Shop Drawings and Samples							
a) Record/Track	10	30	Incl.	Incl.			40
b) Notify Engineer / Landscape Architect / Artist, as applicable	10	24	Incl.	Incl.			34
c) Advise Contractor and Owner		6	Incl.	Incl.			8
d) Review Shop Drawings							
F. Modifications							
- Consider Modifications							
G. Review Work and Rejection of Defective Work							
a) On-Site Observations							
- Daily Inspection			Incl.	Incl.			0
- Weekly Inspection	20	64	Incl.	Incl.			84
- Monthly Inspection	10	24	Incl.	Incl.			34
b) Notify Contractor	0	8	Incl.	Incl.			8
H. Inspections, QA Tests, System Start-Ups							
a) Verify QC/QA Tests and Test Documentation	10	30	Incl.	Incl.			40
b) Observe and record details of test procedures	6	18	Incl.	Incl.			18
c) Accompany and Document Visiting Public/Agency Inspectors	0	12	Incl.	Incl.			12
d) Review SWPPP	0	10	Incl.	Incl.			10
e) Provide all test and inspection reports to City	0	6	Incl.	Incl.			8
I. Records							
a) Maintain Orderly Files / Correspondence / Change Orders / Etc.	10	32	Incl.	Incl.			42
b) Prepare Daily Reports / Diary / Sourcebooks			Incl.	Incl.			0
c) Record names, addresses, etc.			Incl.	Incl.			0
d) Maintain Records for for use in Preparing Documentation	10	24	Incl.	Incl.			34
e) Furnish Original Set of Documentation	0	8	Incl.	Incl.			8
J. Reports							
a) Prepare Periodic Reports			Incl.	Incl.			0
- Daily Inspection Log			Incl.	Incl.			0
- Weekly Reports	32	64	Incl.	Incl.			96
- Monthly Inspection (7 monthly inspections)	8	16	Incl.	Incl.			24
b) Review and Approve Change Orders/Objectives/Field Orders	40	40	Incl.	Incl.			80
c) Furnish to Owner Copies of Documentation		2	Incl.	Incl.			2
d) Immediately Notify Owner		4	Incl.	Incl.			4
e) Update City		4	Incl.	Incl.			4
K. Payment Requests							
a) Review Applications for Payment (All pay applications)	40	40	Incl.	Incl.			80
L. Certificates							
a) Verify Certificates	12	12	Incl.	Incl.			24
M. Completion							
a) Substantial Completion Inspection (Pre-Final Inspection)	12	12	Incl.	Incl.			24
b) Final Inspection	8	8	Incl.	Incl.			16
c) Observation of Final Inspection Punch List	8	8	Incl.	Incl.			16
CONSTRUCTION SUB-TOTAL	374	646	1152	244	0	0	1376
QUALITY ASSURANCE AND FEDERAL CONTRACT MANAGEMENT							
A. Quality Assurance							
- Schedule quality assurance materials testing			8				8
- Conduct Source Inspections			8				8
- Determine material acceptance		4	8				12
- Review material(s) test reports, performed by others, for compliance	10	12	16				38
- Ensure Certificates of Compliance or source tags are furnished by the Contractor	2	2	4				8
B. Federal Contract Management							
- Maintain construction documents per federal requirements	24	40					64
- Enforcement of labor compliance requirements including pre-job checklist	4	6					10
- Utilize B2Gnow and LCPTracker for Contractor sub-contractor payments	64						64
- Enforcement of federal quality assurance requirements	12	12					24
QUALITY ASSURANCE AND FEDERAL CONTRACT MANAGEMENT SUB-TOTAL	124	70	44	0	0	0	238
POST-CONSTRUCTION							
- Prepare initial punch list and consolidate comments into final punch list	8	12	8				28
- Finalize bid items, claims, change orders, punch list items and correct shop drawings	12	20	8				40
- Oversee completion of record drawings		16					16
- Preparation of federal final reporting requirements	12	16					28
- Preparation of report of expenditures checklist	8	12					20
- Transmit project files and record drawings to City of Santa Fe for archiving		4					4
POST-CONSTRUCTION SUB-TOTAL	40	80	16	0	0	0	136
PROJECT TOTALS	538	842	1244	244	0	0	2034



Louis Berger

Louis Berger Staff Allocation	Direct Labor (Hourly)	Overhead 148.59%	Fee 10%	Total(s)	
				Man-Hours	Cost
Construction Manager In-Charge	\$ 48.13	\$ 71.52	\$ 11.96	504	\$ 66,331.95
Construction Management Supervisor	\$ 45.74	\$ 67.97	\$ 11.37	842	\$ 105,313.63
Chief Inspector	\$ 34.92	\$ 51.89	\$ 8.68	1,244	\$ 118,787.56
Deputy Inspector	\$ 38.88	\$ 57.77	\$ 9.67	244	\$ 25,941.34
Sub-Total:				2,834	\$ 316,374.48
Sub-Consultants					
QA Testing Allowance (Geo-Test, Inc.)					\$ 76,015.54
IA Testing Allowance (Amec Foster Wheeler)					\$ 12,106.65
Serquis & Associates					\$ 27,162.50
Willco Art & Design					\$ 8,790.00
Bohannon-Huston, Inc.					\$ 10,003.48
Sub-Total:					\$ 134,078.17
Reimbursable					
Construction Documentation and Safety Materials					\$ 500.00
Vehicle Use (\$500 / mo x 7 months)					\$ 3,500.00
Sub-Total:					\$ 4,000.00
Grand Total:					\$ 454,452.65

Gross Receipts Tax (GRT) @ 8.3125%

\$ 37,776.38

Total Budget Including GRT

\$ 492,229.02

Work Element	LOUIS BERGER GROUP				GRIST, INC.				JWC				REHNS & ASSOCIATES				WELLS				GR		PROJECT TOTALS
	Construction Manager in Charge	Construction Management Supervisor	Chief Inspector	Deputy Inspector	L&C TOTALS	Assistant Inspector	Inspector (Right of Way)	Engineering Technician	Engineering Technician (Right of Way)	GRIST TOTALS	Engineering Technician	AA&C TOTALS	Landscape Architect Principal	Project Assistant	CADD Draftsman	Management Admin Office	GRIST TOTALS	AA&C	WELLS TOTALS	Project Planner	GR TOTALS		
PRECONSTRUCTION WORK HOURS	24	40	32	0	96					0		0	4	5	5	5	15		0		0	306	
CONSTRUCTION WORK HOURS	824	448	1332	244	2168	800	300	48	48	730		0	44	112	38	37.5	2415	90	60		0	2377.5	
ON-AND-OFFICIAL CONTRACT HOURS	124	74	44	0	244					0	100	100					0		0		0	244	
POST CONSTRUCTION WORK HOURS	40	80	36	0	156					0		0					0		0	36	86	254	
SUB-TOTAL WORK HOURS	1044	642	1744	244	3244	800	300	48	48	730	200	100	44	112	38	30.5	2465	90	60	36	86	4074.5	
SUB-TOTAL LABOR COST	\$ 54,511.00	\$ 104,168.00	\$ 136,473.50	\$ 24,413.34	\$ 219,565.84	\$ 30,774.00	\$ 31,811.00	\$ 3,331.00	\$ 3,331.00	\$ 61,415.50	\$ 4,365.50	\$ 6,385.47	\$ 12,713.00	\$ 6,447.00	\$ 3,134.00	\$ 3,440.50	\$ 25,707.50	\$ 4,440.00	\$ 2,220.00	\$ 30,807.00	\$ 30,807.00	\$ 414,008.17	
SUBCONTRACTS																							
SPECIAL EQUIPMENT																							
TRAVEL																							
OTHER REMISES & FEES					\$ 4,000.00					\$ 38,000.00		\$ 4,213.34					\$ 400.00					\$ 42,213.34	
TOTAL BUDGET					\$ 293,565.84					\$ 103,415.50	\$ 33,106.00						\$ 27,162.00		\$ 4,790.00	\$ 12,017.00	\$ 214,432.65		
PERCENTAGE OF TOTAL BUDGET					70%					77%	3%						8%		7%	2%	200%		
GROSS RECEIPTS TAX (GRATY @ 4.3135%)					\$ 26,551.13					\$ 4,818.71	\$ 1,036.37						\$ 2,202.54		\$ 344.67		\$ 17,774.34		
TOTAL BUDGET INCLUDING GRATY					\$ 447,605.61					\$ 112,144.51	\$ 34,142.37						\$ 29,364.54		\$ 6,134.67		\$ 492,229.04		



Louis Berger

2019 Galisteo St., Suite M-1
Santa Fe, NM 87505
Tel 505.989.7788 • Fax 505.989.7787

COST SUMMARY
(Unit Rate Schedule)
Rates good through June 30, 2016



Consultant Firm The Louis Berger Group, Inc.
Project Number CIP 859A - Arcequia Trail Underpass
Control Number S100390
Termini Construction Management & Inspection

1. STAFF ALLOCATION FOR LABOR	DL (Hourly)	OH (148.59%)	FEE (10.00%)	FLR
Engineer of Record	\$48.13	\$71.52	\$11.96	\$131.61
Project Manager	\$45.74	\$67.97	\$11.37	\$125.08
Hydrologist III	\$55.00	\$81.72	\$13.67	\$150.40
Hydrologist II	\$42.34	\$62.91	\$10.53	\$115.78
Engineer III	\$53.98	\$80.21	\$13.42	\$147.61
Engineer II	\$48.13	\$71.52	\$11.96	\$131.61
Engineer I	\$43.40	\$64.49	\$10.79	\$118.68
Field Technician I	\$34.92	\$51.89	\$8.68	\$95.49
Engineering Technician II	\$38.88	\$57.77	\$9.67	\$106.32
CADD Operator II	\$38.36	\$57.00	\$9.54	\$104.90
CADD Operator I	\$30.90	\$45.91	\$7.68	\$84.50
2. SUBCONSULTANTS				
3. DIRECT EXPENSES (Reimbursables)				
Vehicle Use/Month	\$500.00			\$500.00
Printing/Xerox per sheet (upto 11x17)	\$0.15			\$0.15
B&W Displays/Plots per SQ.FT.	\$0.83			\$0.83
Color Displays/Plots per SQ.FT.	\$7.50			\$7.50

LEGEND:

DL = Direct Labor Base Rate (Hourly Rate)
OH = Overhead applied to DL
FEE = Negotiated percent profit a& is applied to DL & OH
FLR = Fully Loaded Labor Rate is the sum of DL, OH, & FEE

**GEO - TEST, INC.
UNIT FEE SCHEDULE
SEPTEMBER 2015**

PERSONNEL

Charges will be made based on the following unit rate for project rated time including travel to and from the project site.

Principal Engineer.....	\$165.00/hour
Registered Professional Engineer/Geologist.....	\$130.00/hour
Staff Eng./Geologist.....	\$100.00/hour
Senior Engineering Technician.....	\$ 65.00/hour
Engineering Technician.....	\$ 55.00/hour
Draftsman.....	\$ 60.00/hour
Typist.....	\$ 45.00/hour
Field Engineer.....	\$ 65.00/hour
Per Diem.....	\$ 95.00/ day
Overtime (1.50 X hourly rates)	

EQUIPMENT

Charges will be made on an hourly, mileage, or daily rate where applicable.

Vehicle (1/2 ton pickup - Over 30 miles).....	\$ 0.75/mile
Copies - 2 No Charge, Over 2.....	\$ 0.25/page

SPECIAL SERVICE AND INSPECTION

Soil & Foundation Investigation - Quoted based on project scope	
Caisson Inspection.....	\$ 55.00/hour
Compaction Control of Engineered Structural Fill.....	\$ 55.00/hour
Concrete Inspection and Control.....	\$ 55.00/hour
Bituminous Plant Calibration.....	\$ 55.00/hour
Concrete or Asphalt coring.....	\$ 100.00/hour
Outside Services and Material.....	cost + 20%
Floor Relative Humidity Probe.....	\$50.00/ea
Floor Vapor Emission Rate.....	\$25.00/ea
Windsor Probe.....	\$ 125.00/Set of 3
Fire Proofing Testing Onsite.....	\$ 65.00/hour
Special Inspection.....	\$65.00/hour
Structural Steel Special Inspection.....	\$80.00/hour

TEST, INC.
RICHARDS LANE
A FE,
MEXICO
7
471-1101
505) 471-2245

CALLE ALAMEDA NE
QUERQUE,
MEXICO
3
857-0933
505) 857-0803

A LAS VEGAS CT.
RUCES
MEXICO
7
526-6260
575) 523-1660

LABORATORY TESTS

Soils:

Moisture - Density Relation Test	
Unit Cost (ASTM D-698).....	\$ 95.00
Unit Cost (ASTM D-1557).....	\$ 110.00
Sieve Analysis (3" - #200)(ASTM C-136)	\$ 45.00
Plasticity Index (Atterberg Limits)(ASTM D-4318)	\$ 45.00
Hydrometer Analysis (ASTM D-422)	\$ 200.00
Moisture Content.....	\$ 25.00
Expansion (Swell, Constant surcharge).....	\$ 90.00
FHA Soil Volume Change Meter	\$ 90.00
Percent Consolidation	\$ 100.00
Time Rated Consolidation (ASTM D-2435)	\$ 350.00
Direct Shear (ASTM D-3080)	\$ 175.00
Permeability (Constant or Falling Head), Undisturbed	\$ 180.00
Permeability (Constant or Falling Head), Remolded	\$ 200.00
Unconsolidated Undrained Triaxial Shear (ASTM D-2850).....	\$ 375.00/pt.
Unconfined Compression, Undisturbed (ASTM D-2166)	\$ 75.00
Unconfined Compression, Remolded (ASTM D-2166)	\$ 100.00
Density of Undisturbed Ring Sample.....	\$ 35.00
California Bearing Ratio (CBR) (ASTM D1883)	\$ 375.00
Specific Gravity - #10 Fraction) (ASTM D-854)	\$ 50.00
Sample Prep (Laboratory)	\$ 55.00/hour
Soil pH (ASTM G-51)	\$50.00
Soil Resistivity (ASTM G-57).....	\$50.00
One Dimensional Swell (ASTM 4546)	\$375.00
Floor Moisture Test Kits	\$25.00/ea

CONCRETE

Compressive Strength Tests (Curing & Capping)	\$ 20.00
Concrete Cylinders & Cubes (ASTM C-39)	\$ 20.00
Hold Cylinders not Tested	\$ 30.00
Flexural Strength (Beams) (ASTM C-78)	\$ 25.00
Concrete Cores (ASTM C-39)	\$ 2.00
Single use Cylinder Molds	\$ 2,500.00
Concrete Mix Design	\$ 2,000.00
Less Aggregate Tests/negotiable	\$ 1,500.00
CTB Mix Design	

EQ-TEST, INC.
RICHARDS LANE
A FE,
MEXICO

17
1 471-1101
(505) 471-2245

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QUERQUE,
MEXICO

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CRUCES
MEXICO

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1 526-6260
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ASPHALT

Asphaltic Concrete Pavement Analysis (includes extraction, gradation, gyratory specimens, and voids analysis).....	\$335.00
Asphaltic Concrete Mix Design.....	\$ 2,500.00
Lab Verification of Asphalt Mix Design.....	\$ 700.00
Retained Stability of Bituminous Mixture (ASTM D-1075).....	\$ 300.00
Asphalt Content & Gradation of Bituminous Mixture.....	\$ 100.00
Unit Weight, Stability & Flow (ASTM D-1559).....	\$ 80.00
Asphalt Core Density and Length (ASTM D-2726).....	\$ 30.00
Maximum Theoretical Specific Gravity (ASTM D-2041).....	\$ 60.00
OGFC Mix Design.....	\$ 500.00
Superpave Mix Design.....	\$5,000.00
Gyratory Specimens (AASHTO T-312).....	\$175.00

AGGREGATE

Clay Lumps - Friable Particles (ASTM C-142).....	\$ 50.00
Organic Impurities (ASTM C-40).....	\$ 75.00
Sand Equivalent (ASTM D-2419).....	\$ 50.00
Fractured Face Count + #4.....	\$ 30.00
Fractured Face Count + #10.....	\$ 35.00
Los Angeles Abrasion (ASTM C-131).....	\$200.00
Magnesium or Sodium Sulfate Soundness (ASTM C-88).....	\$250.00
Specific Gravity & Absorption (Coarse or Fine Aggregate) (ASTM C-127, C-128).....	\$ 70.00
Unit Weight (ASTM C-29).....	\$ 40.00
Lightweight Pieces (ASTM C123).....	\$120.00
Flat and Elongated pieces.....	\$ 50.00
Aggregate Correction Factor (ASTM C-231).....	\$ 30.00
Uncompacted Void Content (Fine Agg.) (ASTM C-1252).....	\$50.00
Aggregate Soundness by Freeze/Thaw.....	\$250.00

TEST, INC.
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AMEC Foster Wheeler Environment & Infrastructure
8519 Jefferson NE
Albuquerque, NM 87113
Phone: (505)821-1801
Fax: (505) 821-7371



Proposal# PG15-1050
10/27/2015

Louis Berger
2019 Galisteo St.
Suite M-1
Santa Fe, NM 87505

Phone: 505-395-2190

INDEPENDANT ASSURANCE MATERIALS TESTING SERVICES
Acequia Trail Underpass Crossing of St. Francis Drive
Santa Fe, NM

Attn: Rich Rotto, P.E.

AMEC Foster Wheeler Environment & Infrastructure, Inc. is pleased to present the following proposal to conduct Independent Assurance Materials Testing Services at the referenced site. Qualified personnel from our Santa Fe office supplied with the necessary testing equipment will conduct our services.

AMEC FW will conduct the required testing and observations services during the following construction phases: **Independent Assurance Testing**

Based upon the estimated schedule, materials quantities, and specified testing requirements, the estimated cost for conducting our services is:

\$11,380.16

(Not including applicable taxes)

AMEC FW will only invoice for actual services performed and authorized. The following is a summary of the various items and related costs per line item:

EARTHWORK

Includes part-time observation during site earthwork, subgrade & backfill. Density tests will be performed as specified.

Quantity	Unit	Item	Rate/Unit	Total
30	Hours	Engineering Technician	\$56.00	\$1,680.00
2	Tests	Proctor	\$160.00	\$320.00
2	Tests	Sieve Analysis	\$75.00	\$150.00
2	Tests	Plasticity Index	\$75.00	\$150.00
Total:				\$2,300.00

CONCRETE

Concrete samples will be obtained for every 300 cubic yards or per structure. A set of 4 cylinders will be cast on each sample for compressive strength determination. Air, temperature and slump tests will be performed.

Quantity	Unit	Item	Rate/Unit	Total
24	Hours	Engineering Technician	\$56.00	\$1,344.00
6	Sets of 4	Compressive Strength Cylinders	\$76.00	\$456.00
Total:				\$1,800.00

AGGREGATE TESTING

Aggregate testing as per NMDOT specs for stockpiled aggregates for concrete and HMA

Quantity	Unit	Item	Rate/Unit	Total
10	Hours	Engineering Technician	\$56.00	\$560.00
4	Tests	Gradation	\$75.00	\$300.00
2	Tests	Flat & Elongated	\$85.00	\$170.00
2	Tests	Sand Equivalent	\$90.00	\$180.00
2	Tests	Fractured Face	\$85.00	\$170.00
Total:				\$1,380.00

BASE COURSE

Includes full-time observation during site base course. Density tests will be performed as specified.

Quantity	Unit	Item	Rate/Unit	Total
16	Hours	Engineering Technician	\$56.00	\$896.00
2	Tests	Proctor	\$160.00	\$320.00
2	Tests	Sieve Analysis	\$100.00	\$200.00
2	Tests	Plasticity Index	\$75.00	\$150.00
2	Tests	Fractured Face Count	\$85.00	\$170.00
Total:				\$1,736.00

ASPHALT PAVING

In place densities of asphalt pavement will be performed as required. Samples of the asphaltic mix will be obtained and tested for compliance to project specifications and mix-design properties.

Quantity	Unit	Item	Rate/Unit	Total
20	Hours	Engineering Technician	\$56.00	\$1,120.00
2	Tests	Gyratory Properties	\$195.00	\$390.00
2	Tests	Extraction/Gradation/Asphalt Content	\$190.00	\$380.00
2	Tests	Rice Maximum Theoretical Density	\$85.00	\$170.00
4	Tests	HMA Core Density	\$65.00	\$260.00
Total:				\$2,320.00

Note: AC content will be reported as uncorrected, unless AMEC FW is supplied with material for ignition oven correction factor determination.

VEHICLE HOURLY CHARGES

Quantity	Unit	Item	Rate/Unit	Total
100	Each	Vehicle Hourly Charge	\$12.00	\$1,200.00
Total:				\$1,200.00

Estimated Project Sub Total	\$10,736.00
Office Expense and Report Charge of 6%	\$644.16
Estimated Project Total (+not including taxes)	\$11,380.16

This proposal is an estimate based upon our review of the project specifications, and the proposed construction schedule. Additional services or services requested beyond the above outlined scope of services will be charged in accordance with our Standard Material Testing Unit Fee Schedule 2015 and can be sent upon request. Costs incurred from re-testing or stand by time are not included. AMEC FW will invoice only for services actually authorized and performed.

If you desire any additional information concerning our firm or this proposal, please do not hesitate to call our office at (505) 821-1801. We look forward to working with you.

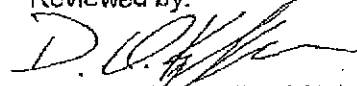
Respectfully submitted,

AMEC Foster Wheeler Environment & Infrastructure



Abe Sandoval, SET
Manager of Technical Services

Reviewed by:



David A. Kondziolka, PE
Vice-President



A sustainable approach to your outdoor living space

Every project is unique, this fee schedule is a reference of an average billing:

Landscape Design Services	Cost
Design- Consulting services	Flat fee at \$125 per hour
Sub-consultant Services Referrals / Solutions phone or e-mail assistance/ Administrative	\$75 per hour
Landscape Design Services	Cost
Site Analysis, Overages	\$125 per hour
Maintenance Guidelines Scheduling	\$650 and up, annually
On site plant placement - Planting and maintenance instructions	\$95 per hour
Construction Documents	Cost
Specials - CD (construction documents and other details)-	TBD
Reimbursable Items - overhead profit	Cost
Including printing, Product purchased on client behalf, lights, pots, art pieces, fire pits, plant material, rocks, etc	Cost plus 15%
Special Commission (fees/design to execution)	Cost
TBD from scope, time line, special features, other task	Starting at \$8,500

These are examples of complete design packages

Commercial Projects	From \$6,000 at DD level*	From \$7,500 at CD level*
Residential under 8k sq ft	From \$4,800 at DD level*	From \$5,800 at CD level*
Residential over 8k sq ft	From \$5,800 at DD level*	From \$6,800 at CD level*

*DD: Design Development, CD: Construction Documents.

With a wide range of design experience, I offer my clients flexibility no matter the scale of the project. I can provide independent work, or can become part of a team for any project including: site analysis, consultation, conceptual design, design development, construction documents or site observation.

For an accurate landscape design quote, or additional information, please contact us.

Solange Serquis
Landscape Architect

www.serquis.com
solange@serquis.com
15 Camino Esperanza
Santa Fe, NM 87501

ph (505) 629-1009
ph (505) 986-1561
fx (505) 629-1008

Solange Serquis

BOHANNAN HUSTON, INC.
FEE SCHEDULE
AUGUST 1, 2015

PROFESSIONAL	HOURLY RATES / LEVEL					
	6	7				
Architect / Planner	\$175	\$205				

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem/Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge - \$25.00/Hour.

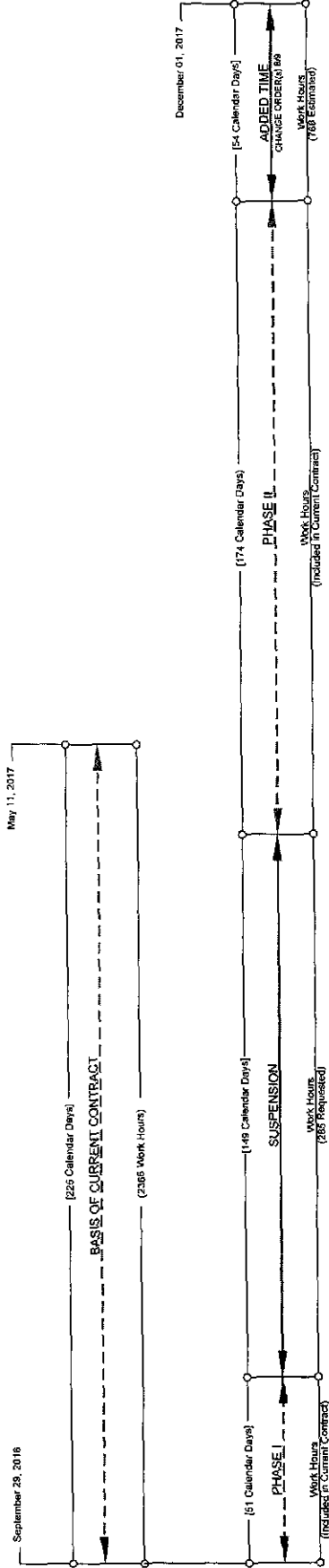
Survey Material Charge - \$1.00/Hour.

Expert Witness - Rates shall be \$300.00/Hour with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.



BASIS OF ORIGINAL BUDGET		ORIGINAL BUDGET ALLOCATION		SUSPENSION		ADDED TIME FOR CHANGE ORDERS		TOTAL ADDED TIME
PARAMETER	TIME	PHASE 1	PHASE 2	PHASE 1	PHASE 2	C.O. #8	C.O. #9	
START DATE	9/29/2016	9/29/2016	4/17/2017			10/8/2017	10/12/2017	11/29/2016
END DATE	5/11/2017	11/18/2016	10/7/2017			10/11/2017	12/1/2017	12/1/2017
CALENDAR DAYS	225	51	174			4	30	279
WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS)	154	35	122			3	42	202
LOUIS BERGER STAFF ALLOCATION		ORIGINAL BUDGET ALLOCATION		SUSPENSION		ADDED TIME FOR CHANGE ORDERS		TOTAL ADDED WORK HOURS
CONSTRUCTION MANAGER IN CHARGE	324	PHASE 1	PHASE 2	PHASE 1	PHASE 2	C.O. #8	C.O. #9	
CONSTRUCTION MANAGEMENT SUPERVISOR	646	INCLUDED IN ORIGINAL BUDGET		INCLUDED IN ORIGINAL BUDGET		8	97	196
CHIEF INSPECTOR	1132	INCLUDED IN ORIGINAL BUDGET		INCLUDED IN ORIGINAL BUDGET		17	193	355
DEPUTY INSPECTOR	244	INCLUDED IN ORIGINAL BUDGET		INCLUDED IN ORIGINAL BUDGET		36	417	502
TOTALS	2346	0	0	0	0	0	0	0
						61	707	1053

NOTES:

- 1) 765 WORK HOURS ARE BEING REQUESTED TO ACCOUNT FOR THE INCREASE IN CONTRACT TIME ASSOCIATED WITH CHANGE ORDERS #8 & #9.
- 2) 285 WORK HOURS ARE BEING REQUESTED TO ACCOUNT FOR THE REQUIRED PROJECT ADMINISTRATION RESPONSIBILITIES PROVIDED DURING THE SUSPENSION.

Budget Summary for St. Francis Crossing - Acequia Trail to Railyard

Fund	Acequia Trail	Description	Budget
426004	2012 Bond Reallocation Contingency	Acequia Trail Underpass @ St. Francis/Cerrojos2 Contingency	\$ 535,200.00
426006	2008 Bond NMDOT Cooperative Agreement	Originally budgeted for ROW in WIP Land Costs Federal CMAQ: EIRIS - Contract #D15004/1	\$ 40,000.00
3803	Santa Fe River Trail Connections Trails		\$ 100,000.00
3708	Arts Commission		\$ 3,665,772.44
3702	Santa Fe Rail and River Trail	Remaining Budget Carryover	\$ 480,000.00
		Remaining cash balance transfer	\$ 23,000.00
			\$ 150,000.00
			\$ 231,263.24
		Budget Allocation	\$ 6,246,235.68
RFB 16/27/16 - Construction Services			
		Vital Consulting Inc. - Base Bid	\$ 3,477,199.05
		Vital Consulting Inc. - Bid Alt 1	\$ 262,880.00
		Vital Consulting Inc. - Bid Alt 2	\$ 262,010.00
		Vital Consulting Inc. - Bid Alt 3	\$ -
		Approved Change Order 2	\$ 20,405.00
		Approved Change Order 3	\$ 10,000.00
		Approved Change Order 5	\$ 14,630.00
		Approved Change Order 6	\$ 2,500.00
		Approved Change Order 8	\$ 104,000.00
		Approved Change Order 9	\$ 11,178.00
		NMGRT	\$ 346,199.17
			\$ 4,511,001.22
RFP 16/15/16 - Construction Management			
		Louis Berger Group	\$ 454,452.65
		PROPOSED AMENDMENT #1	\$ 119,632.76
		NMGRT	\$ 47,720.85
			\$ 621,806.26
		2.16% Contingency	\$ 113,428.20
		Projected Expenses	\$ 5,685,668.68
		Remaining Budget	\$ 660,567.00

Cooperative Project Agreement

Cooperative Project Agreement				
Federal D15004 (85.44%)	\$ 3,263,908.00	\$	3,263,908.00	
City Match (14.56%)	\$ 556,192.00	\$		556,192.00
Federal D150041 (85.44%)	\$ 401,864.00	\$	401,864.00	
City Match (14.56%)	\$ 69,500.00	\$		69,500.00
City's Unmatched Remainder	\$ 536,527.73	\$		536,527.73
TOTAL	\$ 4,826,991.73	\$	4,826,991.73	\$ 1,161,219.73

CONTRACTORS		CONTRACT TOTAL
Louis Berger Group - LBG (Construction Management)	\$	492,229.03
Vital Consulting Group - VCG (Construction)	\$	4,334,762.70
Approved VCG Change Orders to Date	\$	176,238.52
TOTAL	\$	5,003,230.25

City Payments to Louis Berger Group to Date				Invoice #
Payment #	Date of ACH Payment	Amount		
11	9/19/2017	\$ 25,430.49		154582
10	8/10/2017	\$ 28,105.38		149821
9	8/15/2017	\$ 47,441.81		146755
8	5/26/2017	\$ 43,440.63		145236
7	4/15/2017	\$ 19,273.23		139512
6	2/17/2017	\$ 7,009.02		133981
5	1/25/2017	\$ 69,054.10		131661
4	11/17/2016	\$ 65,512.89		119737
3	10/13/2016	\$ 44,398.61		114905
2	9/16/2016	\$ 28,428.14		180339
1	8/5/2016	\$ 9,596.57		108778
Total Payments to LBG to Date			\$ 388,084.73	

City Payments to Vital Consulting Group to Date				
Reimbursement Request #	Date of ACH Payment	Amount	Reimbursable	Invoice #
1	08/17/16	\$ 103,980.00	\$ 88,840.51	1
2	12/06/16	\$ 421,599.15	\$ 360,214.31	2
	01/04/17	\$ 468,751.54	\$ 400,501.32	3
	02/21/17	\$ 140,844.99	\$ 120,337.98	4 & 5
3	03/29/17	\$ 31,489.77	\$ 28,904.88	6
	05/03/17	\$ 311.94	\$ 266.52	7
	05/11/17	\$ 989,011.81	\$ 845,071.89	8
	08/14/17	\$ 17,272.42	\$ 9,945.85	9
4	08/15/17	\$ 245,402.47	\$ 210,355.72	10
	08/31/17	\$ 123,937.01	\$ 105,891.78	11
	09/05/17	\$ 170,598.50	\$ 145,757.65	12
Total Payments to VCS to Date		\$ 2,809,346.60	\$ 2,400,305.74	

	% COMPLETE	62%
FEDERAL SHARE	\$	3,685,772.00
CITY SHARE (MATCH)	\$	694,692.00
CITY SHARE (NO MATCH)	\$	588,537.73
CHANGE ORDERS (NO MATCH)	\$	178,238.32
CONTRACT TOTAL	\$	5,003,238.25

[illegible]



**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 25, 2017**

ITEM 9

REQUEST FOR APPROVAL OF A RESOLUTION REQUESTING THAT THE NEW MEXICO ENVIRONMENT DEPARTMENT RESCIND THE REVISED LOS ALAMOS NATIONAL LABS CLEANUP ORDER AND HALT ANY PLANNED EXPANDED PLUTONIUM PIT PRODUCTION UNTIL SAFETY AND CLEANUP ISSUES ARE RESOLVED; REQUESTING THAT THE UNITED STATES DEPARTMENT OF ENERGY IMPROVE SURFACE AND GROUNDWATER MONITORING AND RECONSIDER THE PLUTONIUM PIT PRODUCTION MISSION AT LOS ALAMOS NATIONAL LABORATORY; AND DIRECTING THE CITY CLERK TO TRANSMIT COPIES OF THIS RESOLUTION TO ASSOCIATED PARTIES (**COUNCILORS VILLARREAL AND MAESTAS**) (**JESSE GUILLEN**)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON IVES	Excused		
COUNCILOR MAESTAS	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		
COUNCILOR VILLARREAL	X		

6e

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2017-__

LANL Cleanup

SPONSOR(S): Councilors Villarreal and Maestas

SUMMARY: The proposed resolution requests that NMED rescind the revised LANL cleanup Consent Order, that it halt planned expanded plutonium pit production until safety and cleanup issues are resolved, requests that the US Department of Energy improve surface and groundwater monitoring, and reconsider the plutonium pit production mission at LANL. The City Clerk is directed to send copies of the adopted resolution to the NM Congressional delegation, the Governor of New Mexico, the President Pro Tem of the NM Senate, the Speaker of the House of the NM House, and the Secretaries of the US Department of Energy and NMED.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: No

DATE: September 19, 2017

ATTACHMENTS: Substitute Resolution
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-__

INTRODUCED BY:

Councilor Renee D. Villarreal

Councilor Joseph M. Maestas

A RESOLUTION

REQUESTING THAT THE NEW MEXICO ENVIRONMENT DEPARTMENT ~~[RESCIND]~~
STRENGTHEN THE REVISED LOS ALAMOS NATIONAL LABS CLEANUP ORDER
AND ~~[HALT]~~ SUSPEND ~~[ANY]~~ PLANNED EXPANDED PLUTONIUM PIT PRODUCTION
UNTIL SAFETY ~~[AND-CLEANUP]~~ ISSUES ARE FULLY RESOLVED; ~~[REQUESTING~~
~~THAT THE UNITED STATES DEPARTMENT OF ENERGY IMPROVE SURFACE AND~~
~~GROUNDWATER MONITORING AND RECONSIDER THE PLUTONIUM PIT~~
~~PRODUCTION MISSION AT LOS ALAMOS NATIONAL LABORATORY;]~~ AND
DIRECTING THE CITY CLERK TO TRANSMIT COPIES OF THIS RESOLUTION TO
ASSOCIATED PARTIES.

WHEREAS, in June 2016, DOE and NMED signed a new revised Consent Order governing
cleanup that incorporates major provisions whereby LANL can avoid comprehensive cleanup by
simply claiming that it is too difficult or costly; and

WHEREAS, the new Consent Order bases LANL cleanup on projections of future funding
availability instead of what is actually needed to accomplish comprehensive cleanup; and

1 WHEREAS, in August 2016, based on the new Consent Order, DOE released an estimated
2 cleanup baseline that delayed the completion of cleanup at LANL to 2040, while claiming that only
3 5,000 cubic meters of waste needs to be cleaned up, ignoring 30 times that much waste which the
4 Department plans to "cap and cover", creating *de facto* permanent nuclear waste dumps on LANL
5 property; and

6 WHEREAS, the Department of Energy (DOE) is actively planning to expand the production
7 of plutonium pits for nuclear weapons at the Los Alamos National Laboratory (LANL) from 20 to up
8 to 80 pits per year, nearly doubling related radioactive and toxic wastes; and

9 WHEREAS, plutonium pits are used as the "triggers" for weapons of mass destruction and
10 plutonium creates health and environmental hazards; and

11 WHEREAS, independent experts have found that plutonium pits have reliable lifetimes of a
12 century or more, thus making expanded production unnecessary; and

13 WHEREAS, the Department of Energy has determined that "Required improvements to the
14 [Nuclear] Criticality Safety Program are moving at an unacceptably slow rate... [and] The number
15 and latency of infractions in the plutonium facility is of concern", for which LANL received the only
16 "red grade" in nuclear criticality safety in the DOE nuclear weapons complex from the Defense
17 Nuclear Facilities Safety Board; and

18 WHEREAS, the nuclear weapons complex at Los Alamos National Laboratory has suffered
19 several accidents in recent years, documented in a multi-part series from the Center for Public
20 Integrity; and

21 WHEREAS, these events include:

22 1. In March, 2011 manager placed nuclear material in a glovebox that exceeded the
23 criticality limit of the box;

24 2. In August, 2011 technicians seeking a photo-op placed eight rods of plutonium in
25 close proximity to each other -- several more rods would have triggered a deadly nuclear chain

1 reaction:

2 3. A 2013 LANL study found that glovebox leaks in PF-4 occurred roughly three times
3 a month, often the result of avoidable errors;

4 4. In December, 2013 LANL sent a drum containing radioactive material to the WIPP
5 storage facility near Carlshad that ruptured inside the facility – a result of improper mixing of
6 ingredients – costing the government \$1.5 billion to clean up.

7 5. In May, 2016 a trolley used to carry nuclear materials in a facility at LANL fell from
8 the ceiling and crashed into a glovebox;

9 6. An annual report released in February, 2017 found that LANL was the only nuclear
10 production site that did not meet criticality safety expectations;

11 7. In July, 2017 a LANL employee sent “special nuclear material” across the country by
12 air in direct violation of nuclear safety standards; and

13 WHEREAS, DOE should increase funding to ensure all contractor staff working with
14 radioactive and hazardous material are trained in the handling of said material, overseen by more
15 federal nuclear safety experts, in order to ensure the safety of the employees and the surrounding
16 communities, including the city of Santa Fe; and

17 WHEREAS, nuclear weapons research and production at LANL have released radioactive
18 and hazardous contaminants into the Rio Grande and the Española Basin Aquifer, designated by the
19 Environmental Protection Agency as a Sole Source Aquifer; and

20 WHEREAS, LANL’s legacy radioactive and toxic wastes are located as close as eighteen
21 miles from the Santa Fe Plaza and five miles from the City’s Buckman Well Field; and threaten the
22 Buckman Direct Diversion Project on the Rio Grande with potential contamination during storm
23 events, which relies on an [incomplete] Early Notification System that had its final and most critical
24 monitoring station [destroyed] covered by sediment in a past storm event; and

25 WHEREAS, LANL’s radioactive and toxic wastes are buried in unlined pits and shafts,

Substitute Resolution

1 unlike the composite liners and leachate collection systems that the New Mexico Environment
2 Department (NMED) requires of all local governments; and

3 ~~[WHEREAS, in June 2016, DOE and NMED signed a new revised Consent Order governing~~
4 ~~cleanup that incorporates giant loopholes whereby LANL can avoid comprehensive cleanup by~~
5 ~~simply claiming that it is too difficult or costly; and~~

6 ~~WHEREAS, the new Consent Order bases LANL cleanup on projections of future funding~~
7 ~~availability instead of what is actually needed to accomplish comprehensive cleanup; and~~

8 ~~WHEREAS, in August 2016, based on the new Consent Order, DOE released an estimated~~
9 ~~cleanup baseline that delayed the completion of cleanup at LANL to 2040, while claiming that only~~
10 ~~5,000 cubic meters of waste needs to be cleaned up, ignoring 30 times that much waste which the~~
11 ~~Department plans to "cap and cover", creating *de facto* permanent nuclear waste dumps on LANL~~
12 ~~property; and]~~

13 WHEREAS, the Governing Body of the City of Santa Fe does not support permanently
14 leaving toxic and radioactive health and environmental hazards related to nuclear weapons research
15 and production that could harm the citizens of northern New Mexico; and

16 WHEREAS, sustainable futures for the Cities of Santa Fe, Española and Los Alamos, six
17 Pueblo nations and the broader region depend on preventing groundwater contamination of the
18 Española Basin Aquifer; and

19 WHEREAS, the Governing Body has previously passed Resolution Nos. 2003-64, 2006-104,
20 2008-17 and 2013-111 opposing expansion of plutonium pit production at LANL and "cap and
21 cover" of legacy wastes as a substitute for full cleanup; and

22 WHEREAS, full cleanup of LANL would be a win-win for New Mexicans, permanently
23 protecting our precious groundwater resources and the Rio Grande while creating hundreds of high
24 paying jobs for twenty years or more if the wastes were fully removed.

25 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

1 CITY OF SANTA FE that the Governing Body hereby requests that the New Mexico Environment
2 Department ~~[rescind]~~ strengthen the revised cleanup Consent Order and ~~[replace it with one that is]~~
3 truly enforceable, thereby incentivizing DOE to seek increased funding for comprehensive cleanup
4 and related jobs at LANL.

5 ~~[BE IT FURTHER RESOLVED that the Governing Body requests that the Department of~~
6 ~~Energy, Los Alamos National Security, LLC, and NMED formalize the current monitoring of the~~
7 ~~City's Buckman Well Field through a Memorandum of Understanding with the City of Santa Fe~~
8 ~~which specifies the nature, location and frequency of sampling; and:]~~

9 BE IT FURTHER RESOLVED that the Governing Body requests that the United States
10 Department of Energy:

11 1) Accelerate and expand surface and groundwater monitoring and protection programs at
12 LANL, onsite and offsite, to protect the environment, as well as the safety of drinking water for
13 nearby community water supply systems such as Santa Fe's; and

14 ~~[2) Reconstitute the Early Notification System for the Buckman Direct Diversion Project to a~~
15 ~~state of robust reliability, including the reinstallation of the final monitoring station near the Rio~~
16 ~~Grande; and]~~

17 BE IT FURTHER RESOLVED that the Governing Body requests that preparations to
18 expand plutonium pit production that will generate yet more radioactive and toxic wastes at LANL be
19 halted until all nuclear safety issues are fully resolved ~~[and full characterization and cleanup of all~~
20 ~~legacy radioactive and toxic wastes are completed]~~, as certified by the independent Defense Nuclear
21 Facilities Safety Board.

22 ~~[BE IT FURTHER RESOLVED that given recent reports of serious nuclear criticality~~
23 ~~safety issues and other concerns at the Lab, the Governing Body requests that the United States~~
24 ~~Department of Energy reconsider LANL's plutonium pit production mission.]~~

25 BE IT FURTHER RESOLVED that the Governing Body directs the City Clerk to send

Substitute Resolution

1 copies of this resolution to the New Mexican congressional delegation, the Governor of New Mexico,
2 the President Pro Tempore of the New Mexico Senate, the Speaker of the New Mexico House of
3 Representatives, and the Secretaries of the United States Department of Energy and the New Mexico
4 Environment Department.

5
6 PASSED, APPROVED and ADOPTED this ____ day of _____, 2017.

7
8
9 _____
10 JAVIER GONZALES, MAYOR

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12
13 ATTEST:

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15 _____
16 YOLANDA Y. VIGIL, CITY CLERK

17 APPROVED AS TO FORM:

18
19  _____
20 KELLEY A. BRENNAN, CITY ATTORNEY

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2017-__

3 INTRODUCED BY:

4
5 Councilor Renee D. Villarreal

6 Councilor Joseph M. Maestas

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8
9
10 A RESOLUTION

11 REQUESTING THAT THE NEW MEXICO ENVIRONMENT DEPARTMENT RESCIND
12 THE REVISED LOS ALAMOS NATIONAL LABS CLEANUP ORDER AND HALT ANY
13 PLANNED EXPANDED PLUTONIUM PIT PRODUCTION UNTIL SAFETY AND
14 CLEANUP ISSUES ARE RESOLVED; REQUESTING THAT THE UNITED STATES
15 DEPARTMENT OF ENERGY IMPROVE SURFACE AND GROUNDWATER
16 MONITORING AND RECONSIDER THE PLUTONIUM PIT PRODUCTION MISSION AT
17 LOS ALAMOS NATIONAL LABORATORY; AND DIRECTING THE CITY CLERK TO
18 TRANSMIT COPIES OF THIS RESOLUTION TO ASSOCIATED PARTIES.

19
20 WHEREAS, the Department of Energy (DOE) is actively planning to expand the production
21 of plutonium pits for nuclear weapons at the Los Alamos National Laboratory (LANL) from 20 to up
22 to 80 pits per year, nearly doubling related radioactive and toxic wastes; and

23 WHEREAS, plutonium pits are used as the "triggers" for weapons of mass destruction and
24 plutonium creates health and environmental hazards; and

25 WHEREAS, independent experts have found that plutonium pits have reliable lifetimes of a

1 century or more, thus making expanded production unnecessary; and

2 **WHEREAS**, the Department of Energy has determined that “Required improvements to the
3 [Nuclear] Criticality Safety Program are moving at an unacceptably slow rate... [and] The number
4 and latency of infractions in the plutonium facility is of concern”, for which LANL received the only
5 “red grade” in nuclear criticality safety in the DOE nuclear weapons complex; and

6 **WHEREAS**, nuclear weapons research and production at LANL have released radioactive
7 and hazardous contaminants into the Rio Grande and the Española Basin Aquifer, designated by the
8 Environmental Protection Agency as a Sole Source Aquifer; and

9 **WHEREAS**, LANL’s legacy radioactive and toxic wastes are located as close as eighteen
10 miles from the Santa Fe Plaza and five miles from the City’s Buckman Well Field; and threaten the
11 Buckman Direct Diversion Project on the Rio Grande with potential contamination during storm
12 events, which relies on an incomplete Early Notification System that had its final and most critical
13 monitoring station destroyed in a past storm event; and

14 **WHEREAS**, LANL’s radioactive and toxic wastes are buried in unlined pits and shafts,
15 unlike the composite liners and leachate collection systems that the New Mexico Environment
16 Department (NMED) requires of all local governments; and

17 **WHEREAS**, in June 2016, DOE and NMED signed a new revised Consent Order governing
18 cleanup that incorporates giant loopholes whereby LANL can avoid comprehensive cleanup by
19 simply claiming that it is too difficult or costly; and

20 **WHEREAS**, the new Consent Order bases LANL cleanup on projections of future funding
21 availability instead of what is actually needed to accomplish comprehensive cleanup; and

22 **WHEREAS**, in August 2016, based on the new Consent Order, DOE released an estimated
23 cleanup baseline that delayed the completion of cleanup at LANL to 2040, while claiming that only
24 5,000 cubic meters of waste needs to be cleaned up, ignoring 30 times that much waste which the
25 Department plans to “cap and cover”, creating *de facto* permanent nuclear waste dumps on LANL

1 property; and

2 **WHEREAS**, the governing body of the City of Santa Fe does not support permanently
3 leaving toxic and radioactive health and environmental hazards related to nuclear weapons research
4 and production that could harm the citizens of northern New Mexico; and

5 **WHEREAS**, sustainable futures for the Cities of Santa Fe, Española and Los Alamos, six
6 Pueblo nations and the broader region depend on preventing groundwater contamination of the
7 Española Basin Aquifer; and

8 **WHEREAS**, the Governing Body has previously passed Resolution Nos. 2003-64, 2006-104,
9 2008-17 and 2013-111 opposing expansion of plutonium pit production at LANL and “cap and
10 cover” of legacy wastes as a substitute for full cleanup; and

11 **WHEREAS**, full cleanup of LANL would be a win-win for New Mexicans, permanently
12 protecting our precious groundwater resources and the Rio Grande while creating hundreds of high
13 paying jobs for twenty years or more if the wastes were fully removed.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
15 **CITY OF SANTA FE** that the Governing Body hereby requests that the New Mexico Environment
16 Department rescind the revised cleanup Consent Order and replace it with one that is truly
17 enforceable, thereby incentivizing DOE to seek increased funding for comprehensive cleanup and
18 related jobs at LANL.

19 **BE IT FURTHER RESOLVED** that the Governing Body requests that the Department of
20 Energy, Los Alamos National Security, LLC, and NMED formalize the current monitoring of the
21 City’s Buckman Well Field through a Memorandum of Understanding with the City of Santa Fe
22 which specifies the nature, location and frequency of sampling; and,

23 **BE IT FURTHER RESOLVED** that the Governing Body requests that the United States
24 Department of Energy:

25 1) Accelerate and expand surface and groundwater monitoring and protection programs at

1 LANL, onsite and offsite, to protect the environment, as well as the safety of drinking water for
2 nearby community water supply systems such as Santa Fe's; and

3 2) Reconstitute the Early Notification System for the Buckman Direct Diversion Project to a
4 state of robust reliability, including the reinstallation of the final monitoring station near the Rio
5 Grande; and

6 **BE IT FURTHER RESOLVED** that the Governing Body requests that preparations to
7 expand plutonium pit production that will generate yet more radioactive and toxic wastes at LANL be
8 halted until all nuclear safety issues are fully resolved and full characterization and cleanup of all
9 legacy radioactive and toxic wastes are completed.

10 **BE IT FURTHER RESOLVED** that given recent reports of serious nuclear criticality safety
11 issues and other concerns at the Lab, the Governing Body requests that the United States Department
12 of Energy reconsider LANL's plutonium pit production mission.

13 **BE IT FURTHER RESOLVED** that the Governing Body directs the City Clerk to send
14 copies of this resolution to the New Mexican congressional delegation, the Governor of New Mexico,
15 the President Pro Tempore of the New Mexico Senate, the Speaker of the New Mexico House of
16 Representatives, and the Secretaries of the United States Department of Energy and the New Mexico
17 Environment Department.

18
19 PASSED, APPROVED and ADOPTED this ____ day of _____, 2017.
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23 _____
24 JAVIER GONZALES, MAYOR
25

1 ATTEST:

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4 YOLANDA Y. VIGIL, CITY CLERK

5 APPROVED AS TO FORM:

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KELLEY A. BRENNAN, CITY ATTORNEY

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M/Legislation/Resolutions 2017/LANL Cleanup

FIR No. 2972

City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: _____ Resolution: X

(A single FIR may be used for related bills and/or resolutions)

Short Title(s): REQUESTING THAT THE NEW MEXICO ENVIRONMENT DEPARTMENT RESCIND THE REVISED LOS ALAMOS NATIONAL LABS CLEANUP ORDER AND HALT ANY PLANNED EXPANDED PLUTONIUM PIT PRODUCTION UNTIL SAFETY AND CLEANUP ISSUES ARE RESOLVED; REQUESTING THAT THE UNITED STATES DEPARTMENT OF ENERGY IMPROVE SURFACE AND GROUNDWATER MONITORING AND RECONSIDER THE PLUTONIUM PIT PRODUCTION MISSION AT LOS ALAMOS NATIONAL LABORATORY; AND DIRECTING THE CITY CLERK TO TRANSMIT COPIES OF THIS RESOLUTION TO ASSOCIATED PARTIES.

Sponsor(s): Councilors Villarreal and Maestas

Reviewing Department(s): Legislative Services

Persons Completing FIR: Jesse Guillen Date: 7/26/17 Phone: 955-6518

Reviewed by City Attorney: Kelly A. Brennan Date: 8/8/17
(Signature)

Reviewed by Finance Director: Bob H. J. C. Date: 8.9.17
(Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution:

This resolution brings attention to the proposed increase in plutonium pit production at LANL, the legacy nuclear waste issues that remain at the lab and the need for increased monitoring of Buckman Direct Diversion and other locations to ensure safe drinking water is available to all nearby community water systems.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
 "N" if new, additional, or increased budget or staffing will be required

Finance Director: _____

c. Indicate: "R" – if recurring annual costs

"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs

d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns

e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

 X Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

Personnel* \$ _____ _____ _____ \$ _____ _____ _____ _____

Fringe** \$ _____ _____ _____ \$ _____ _____ _____ _____

Capital Outlay \$ _____ _____ _____ \$ _____ _____ _____ _____

Land/ Building \$ _____ _____ _____ \$ _____ _____ _____ _____

Professional Services \$ _____ _____ _____ \$ _____ _____ _____ _____

All Other Operating Costs \$ _____ _____ _____ \$ _____ _____ _____ _____

Total: \$ _____ _____ _____ \$ _____ _____ _____ _____

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

a. To indicate new revenues and/or

b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

_____ \$ _____ _____ \$ _____ _____ _____

_____ \$ _____ _____ \$ _____ _____ _____

_____ \$ _____ _____ \$ _____ _____ _____

Total: \$ _____ _____ \$ _____ _____ _____ _____

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

N/A

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The Governing Body would not express its opinion on the issues specified.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

This resolution highlights the various safety, waste and pollution issues that have plagued LANL for decades. It calls for rescinding the current clean up Consent Order that has been criticized as unenforceable, a suspension and reconsideration of LANL's plutonium pit mission, expansion of surface and groundwater monitoring as well as reconstitution of the Buckman early notification system that was forced offline after heavy storms. Many of these issues affect the residents of Santa Fe directly via polluted water and environment, as well as well-publicized nuclear safety issues that threaten the surrounding communities.

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2017-__

Yucca - Zia LIHTC Property Donation

SPONSOR(S): Councilor Ives

SUMMARY: The proposed a resolution directs city staff to prepare undeveloped city-owned real property located at the northeast corner of Yucca Street and West Zia Road for donation to a qualified grantee as defined by the New Mexico Affordable Housing Act for the development of a multi-family residential Low Income Housing Tax Credit project pursuant to the Affordable Housing Act.

PREPARED BY: Rebecca Seligman, Legislative Liaison Assistant

FISCAL IMPACT: Yes

DATE: September 14, 2017

ATTACHMENTS: Resolution
FIR

60f

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION 2017-__

3 INTRODUCED BY:

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5 Councilor Peter N. Ives
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9

10 A RESOLUTION

11 DIRECTING CITY STAFF TO PREPARE UNDEVELOPED CITY-OWNED REAL
12 PROPERTY LOCATED AT THE NORTHEAST CORNER OF YUCCA STREET AND WEST
13 ZIA ROAD FOR DONATION TO A QUALIFIED GRANTEE AS DEFINED BY THE NEW
14 MEXICO AFFORDABLE HOUSING ACT FOR THE DEVELOPMENT OF A MULTI-
15 FAMILY RESIDENTIAL LOW INCOME HOUSING TAX CREDIT PROJECT PURSUANT
16 TO THE AFFORDABLE HOUSING ACT.
17

18 WHEREAS, the City of Santa Fe's Housing Needs Analysis, updated in 2016, demonstrates
19 a rental housing shortage of at least two thousand four hundred (2,400) dwelling units affordable to
20 households earning below eighty percent (80%) of area median income; and

21 WHEREAS, the use of land for development of multi-family residential rental housing is the
22 most efficient and effective method to produce affordable rental housing serving renter households
23 earning less than eighty (80%) of area median income; and

24 WHEREAS, the City's Asset Development Office has identified City-owned real property
25 located in City Council District 2 at the northeast corner of Yucca Street and West Zia Road (the

1 Property) that is well suited for development as multi-family residential rental housing; and

2 **WHEREAS**, the Property is over five (5) acres in size and has been undeveloped for many
3 years except for a small (1,600 square-foot) pair of handball courts that can easily be reestablished at
4 Ragle Park, an adjacent developed City park where users are better served by public restrooms, paved
5 parking, adequate lighting, and other on-site municipal recreational facilities; and

6 **WHEREAS**, the Property, in addition to its advantageous adjacency to Ragle Park, is in close
7 proximity to Chaparral Elementary School, Santa Fe High School, and the Arroyo Chamiso Trail, is
8 proximate to adequate municipal and private utility and transportation infrastructure and, is capable of
9 supporting development of multi-family residential rental dwelling units at a density of at least twenty
10 (20) dwelling units per acre as a Low-Income Housing Tax Credit (LIHTC) project (the Housing
11 Project); and

12 **WHEREAS**, the City intends to donate the Property to a qualified grantee (Developer), as
13 defined by the New Mexico Affordable Housing Act (the Act), with a proven record of successful
14 LIHTC development and administration of federal rental assistance in the City of Santa Fe, for
15 development of the Housing Project in accordance with City ordinances and state law, including
16 conformance with the City's Strategic Housing Plan and the City's Affordable Housing Trust Fund
17 ordinance (§26-3 SFCC 1987) adopted in conformance with the Act; and

18 **WHEREAS**, in addition to the value of the donated land, the City intends to contribute
19 additional financial donations in the form of waivers of City impact fees, development water budget
20 fees, development application fees, plan review fees, construction permit fees, water and waste water
21 utility expansion charges and other valuable incentives to a Developer for development of the Housing
22 Project; and

23 **WHEREAS**, the City intends that the total of all City contributions to the Housing Project will
24 constitute at least ten percent (10%) of the Housing Project's development costs in order to ensure the
25 most competitive LIHTC application for the Housing Project; and

1 **WHEREAS**, the City intends that its donated contributions shall constitute a direct grant to the
2 Housing Project subject to successful award of low-income housing tax credits and to the terms of a
3 land use regulatory agreement requiring and affordability period of forty-five (45) years running
4 concurrently with requirements imposed by the New Mexico Mortgage Finance Authority (NMMFA);
5 and

6 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
7 **CITY OF SANTA FE** that City staff is directed to:

8 (1) Obtain, process, and record survey plat(s) necessary to establish a legal lot of record
9 for future transfer of the Property to a Developer contingent on the Developer successfully obtaining
10 award of low-income housing tax credits within one of next two NMMFA application cycles; and

11 (2) Prepare and submit to the City's Planning Commission and the Governing Body
12 concurrent applications for: a) General Plan Future Land Use Map Amendment to change the
13 designation of the Property from "Parks" to "Residential (12-29 Dwellings per Acre)" and, b) rezoning
14 of the Property from R-1 to R-21; and

15 (3) Identify a Developer that is a qualified grantee, as defined by the New Mexico
16 Affordable Housing Act (the Act), with a proven record of successful LIHTC development and
17 administration of federal rental assistance in the City of Santa Fe, and assist the Developer with their
18 LIHTC application to the NMMFA for the Housing Project as required, including, if necessary and at
19 the appropriate time, preparation and submittal of a requisite City of Santa Fe Resolution to the
20 Governing Body and other donation documentation required to satisfy NMMFA requirements
21 necessary to award low-income housing tax credits to the Housing Project.


22
23 PASSED, APPROVED and ADOPTED, _____ day of _____, 2017.
24
25

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information


(Check) Bill: _____ Resolution: X (A single FIR may be used for related bills and/or resolutions)

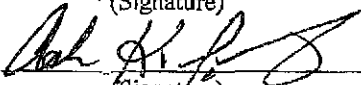
Short Title(s): A RESOLUTION DIRECTING CITY STAFF TO PREPARE UNDEVELOPED CITY-OWNED REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF YUCCA STREET AND WEST ZIA ROAD FOR DONATION TO A QUALIFIED GRANTEE AS DEFINED BY THE NEW MEXICO AFFORDABLE HOUSING ACT FOR THE DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL LOW INCOME HOUSING TAX CREDIT PROJECT PURSUANT TO THE AFFORDABLE HOUSING ACT.

Sponsor(s): Councilor Ives

Reviewing Department(s): Asset Development Office; Housing and Community Development

Persons Completing FIR: Matthew O'Reilly Date: 8/28/17 Phone: 955-6213

Reviewed by City Attorney:  Date: 9/20/17
(Signature)

Reviewed by Finance Director:  Date: 9.25.17
(Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution:

The Resolution directs city staff to prepare a city-owned a 5+ acre parcel of land located at the northeast corner of West Zia Road and Yucca Street for development a of multi-family, low-income housing tax credit (LIHTC) apartment project. Specifically, the Resolution directs staff to survey the property, submit amendments to the city's Future Land Use Map and rezone the property, and to identify a qualified grantee developer to receive donation of the land who has demonstrated experience in the successful development of LIHTC projects and administration of federal rental assistance programs.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected -- usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
 "N" if new, additional, or increased budget or staffing will be required

_____ CHECK HERE IF NO FISCAL IMPACT

1	2	3	4	5	6	7	8
Expenditure Classification	FY 2017/18	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY 2018/19	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$ 13,000	A	NR	\$ _____	_____	_____	GF
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____
Total:	\$ 13,000			\$ _____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- To indicate new revenues and/or
- Required for costs for which new expenditure budget is proposed above in item 1.

1	2	3	4	5	6
Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$ _____		\$ _____		

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

This Resolution is the first legislative step toward construction of the LIHTC housing project. It directs staff to prepare the property for donation to a qualified grantee but does NOT transfer ownership of the property or grant fee waivers at this time. The fiscal impacts of the Resolution are therefore limited to the costs associated with survey platting, a traffic study, and posting/advertising of the Future Land Use Map amendment and rezoning applications. Section C.1 of this FIR estimates a total city expenditure of \$13,000 for these tasks. A subsequent Resolution will be brought to the Governing Body once a qualified grantee is identified and an LIHTC application to NMMEA is imminent.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

A multi-family LIHTC project cannot be developed on the subject property without adoption of this Resolution.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The city's 2016 Housing Needs Analysis identified a shortage of over 2,400 rental units in Santa Fe affordable to those earning less than 80% of Santa Fe's area median income (AMI). Clearly, affordable housing is needed in all geographic areas of the city. This Resolution anticipates donation of an underutilized site well suited to a LIHTC apartment project adjacent to a major city park, elementary school, high school, major trail system, and adequate utility and transportation infrastructure in a an area of the city where such affordable rental housing does not exist.

City of Santa Fe, New Mexico

memo

DATE: September 20, 2017

TO: Finance Committee & Public Utilities Committee

VIA: Shannon Jones, Acting Public Utilities Department *sf*

VIA: Rick Carpenter, Acting Water Division Director *RC*

FROM: Alan Hook, Water Resources Coordinator Assistant *A.C.H*

RE: Resolution 2017-___, Introduced by City Councilor Joseph Maestas,
Directing Public Utilities Staff to Identify and Apply for Federal and State
Funding Sources for Water, Wastewater and Other Water Related Projects.

Background

This Resolution would authorize the Public Utilities staff to research, identify and apply for potential Federal and State funding sources for water, wastewater and other water related projects. Specific agreements for such projects will be brought back through committee review and approval by the Governing Body. With the FY 2018 Water Trust Fund application now open, the City of Santa Fe must have at least a draft resolution, pending Governing Body approval, to apply for state funding before the October 20, 2017 deadline. Without this resolution the City of Santa Fe Public Utilities Department cannot receive Water Trust Board funding in FY 2018.

Recommended Action

Please review and if acceptable approve Resolution 2017-___ and the Fiscal Impact Report (FIR) to City Council for final approval. The attached FIR determined that this Resolution will have "No Fiscal Impact". If you have any questions, please contact me at 955-4205 or ahook@santafenm.gov.

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2017-_____

3 INTRODUCED BY:

4
5 Councilor Joseph Maestas
6
7
8
9

10 A RESOLUTION

11 DIRECTING THE CITY MANAGER TO HAVE PUBLIC UTILITIES STAFF IDENTIFY
12 AND APPLY FOR FEDERAL AND STATE FUNDING SOURCES FOR WATER,
13 WASTEWATER AND OTHER WATER RELATED PROJECTS.
14

15 WHEREAS, municipal water systems and wastewater systems must make significant
16 investments to install, upgrade or replace infrastructure; and

17 WHEREAS, adequate water and wastewater facilities, in addition to protecting public and
18 environmental health, enable communities to grow and attract businesses; and

19 WHEREAS, through the adoption of Resolution No. 2016-63, the Governing Body established
20 certain water project priorities for consideration by the fifty-fourth legislature, first session, 2018; and

21 WHEREAS, there is an ongoing need for the city of Santa Fe to obtain funding for water and
22 wastewater projects.

23 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
24 CITY OF SANTA FE that the city manager is directed to have the Public Utilities Department staff:

- 25 1. Identify, by way of example and not limitations, water, wastewater, water

1 conservation, water treatment, water recycling, water reuse, water storage, water
2 conveyance, water delivery, flood prevention, watershed restoration, watershed
3 management, and other similar projects ("Projects") priorities and research and
4 identify potential Federal and State funding sources for such projects.

5 2. Apply for funding and bring specific agreements for such Projects back through
6 committee review and approval by the governing body.

7 3. Identify a state legislative priority list of Projects for presentation to the city's
8 legislative delegation.

9 4. Submit an application to the New Mexico Water Trust Board, in compliance with New
10 Mexico Water Trust Board policy, for financial assistance from the New Mexico Water
11 Project Fund for all project types eligible for consideration, including but not limited
12 to:

13 a) Water storage, conveyance and delivery projects;

14 b) Watershed restoration and management projects;

15 c) Endangered species act (ESA) collaborative projects;

16 d) Flood prevention projects;

17 e) Water conservation, treatment, recycling, and reuse projects.

18 5. FY 2018 – 2022 ICIP list as Exhibit A

19 PASSED, APPROVED, and ADOPTED this ____ day of ____, 2017.

20
21
22
23 JAVIER M. GONZALES, MAYOR
24
25

1 ATTEST:

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3

4 YOLANDA Y. VIGIL, CITY CLERK

5 APPROVED AS TO FORM:

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7

8 KELLEY A. BRENNAN, CITY ATTORNEY

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25 *M/Legislation/Resolutions 2017/Water Funding Sources*

2018



2022

CITY OF SANTA FE Infrastructure Capital Improvements Plan (ICIP)



Infrastructure Capital Improvement Plan FY 2018-2022

ICIP for Santa Fe

Contact: Bobbi Huseman
200 Lincoln Avenue
Santa Fe, NM 87501

Telephone No.: (505) 955-6979

County: Santa Fe

COG District: 2

Fax: (505) 955-6627

Entity Type: MU

Email Address: bjhuseman@ci.santa-fe.nm.us

Is your entity compliant with Executive Order 2013-0067 http://www.nmdfa.state.nm.us/Capital_Outlay_Bureau.aspx Yes

Does entity have an asset management plan and/or inventory listing of capital assets?: Yes

Plan and Priority Process

The various projects and priorities are compiled and listed by the using department, through staff and the department, at the time a bond issue is proposed. The specified projects are reviewed by staff, the City Manager, the Public Works, CIP and Land Use Committee, the Finance Committee and the City Council. Input from the public is received at all levels, during the meetings, as well as direct communication with their councilors, City Manager and departments.

Capital Improvement Goals

1. Ensure environmental regulations compliance to protect the health and safety of the city and its citizens (water, wastewater and landfill projects).
2. Ensure infrastructure is adequately provided and maintained (streets, bridges, sidewalks, traffic lights, arroyos and drainage).
3. Provide and maintain city facilities for the operation of city government (City Hall, Police/Fire Stations, Airport, Convention Center and etc.).
4. Provide and maintain recreation facilities (parks, medians, community center, golf course, and ball fields).

Factors/Trends Considered

1. Environmental - Extensive demand for water, landfill and wastewater projects as mandated requirements. These may delay the funding of other needed city projects.
2. Social - Community demands for recreational facilities are increasing, i.e. soccer/softball fields and basketball courts for adults and children, ice skating rink, golf course, swimming pools, which are commendable and popular projects, but not mandated.
3. Economic - Funding for capital projects is tied to the overall economic conditions of the city through the revenue from the gross receipts taxes. Indications are that the city's economy may be leveling off which would limit future CIP funding.

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

2 **RESOLUTION NO. 2016-63**

3 **INTRODUCED BY:**

4
5 Councilor Peter N. Ives
6
7
8
9

10 **A RESOLUTION**

11 **ADOPTING THE 2018-2022 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN**
12 **(ICIP).**
13

14 **WHEREAS**, the City of Santa Fe, New Mexico, a New Mexico municipal corporation,
15 recognizes that the financing of public capital projects has become a major concern in New
16 Mexico and nationally; and

17 **WHEREAS**, in times of scarce resources, it is necessary to find new financing
18 mechanisms and maximize the use of existing resources; and

19 **WHEREAS**, systematic capital improvements planning is an effective tool for
20 communities to define their development needs, establish priorities and pursue concrete actions
21 and strategies to achieve necessary project development; and

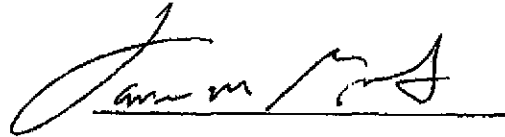
22 **WHEREAS**, this process contributes to local and regional efforts in project identification
23 and selection in short and long-range capital planning efforts.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
25 **CITY OF SANTA FE, NEW MEXICO** that:

1 1. The City of Santa Fe hereby adopts the attached 2018-2022 Infrastructure Capital
2 Improvements Plan; and

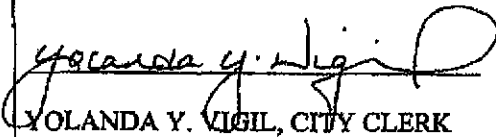
3 2. The Plan is intended to be a working document and is the first of many steps
4 toward improving rational, long-range capital planning and budgeting for New Mexico's
5 infrastructure.

6 PASSED, APPROVED and ADOPTED this 10th day of August, 2016.

7
8 

9 JAVIER M. GONZALES, MAYOR

10 ATTEST:

11
12 
13 YOLANDA Y. VIGIL, CITY CLERK

14 APPROVED AS TO FORM:

15 
16
17 KELLEY A. BRENNAN, CITY ATTORNEY

Infrastructure Capital Improvement Plan FY 2018-2022

Santa Fe Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2018	2019	2020	2021	2022	Total Project Cost	Amount Not Yet Funded	Phases?
32333	2018	001	Airport Expansion	Airports	855,000	1,000,000	400,000	4,000,000	5,000,000	0	11,255,000	10,400,000	Yes
20257	2018	002	Facilities Citywide	Admin/Service Facilities (total)	0	1,555,024	1,497,220	1,516,377	1,496,246	1,515,056	7,579,923	7,579,923	No
32339	2018	003	Broadband Infrastructure	Economic Development	1,400,000	1,000,000	0	0	0	0	2,400,000	1,000,000	Yes
25230	2018	004	Fire Training Facility (1130 Siler Road)	Fire	0	1,450,000	0	0	0	0	1,450,000	1,450,000	No
30752	2018	005	Water Supply Project	Water Supply	0	1,491,562	0	0	0	0	1,491,562	1,491,562	No
11914	2018	006	Senior Services	Senior Facilities	0	200,000	0	0	0	0	200,000	200,000	No
27572	2018	007	Senior Center Outdoor Recreation	Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No
27569	2018	008	Senior Center Improvements	Senior Facilities	146,000	98,000	0	0	0	0	244,000	98,000	No
30758	2018	009	Senior Center Improvement/Parking Lot Access Road	Senior Facilities	154,000	294,998	0	0	0	0	448,998	294,998	No
30761	2018	010	Senior Center Warehouse Project	Senior Facilities	300,000	200,000	0	0	0	0	500,000	200,000	No
32334	2018	011	Mary Esther Gonzales (MEG) Senior Center	Senior Facilities	0	369,736	0	0	0	0	369,736	369,736	No
29993	2018	012	West Alameda St. Drainage	Highways/Roads/Streets/Bridges	0	500,000	3,000,000	0	0	0	3,500,000	3,500,000	Yes
14041	2018	013	Traffic Signing and Pavement Marking Maintenance	Highways/Roads/Streets/Bridges	0	150,000	0	0	0	0	150,000	150,000	No
24017	2018	014	Aqua Fria/South Meadows Intersection Improvements	Highways/Roads/Streets/Bridges	25,000	375,000	1,000,000	0	0	0	1,400,000	1,375,000	Yes

Infrastructure Capital Improvement Plan FY 2018-2022

24018	2018 015	Sandoval /Montezuma Intersection Improvements	Hiways/Roads/Streets/Bridges	0	100,000	750,000	0	0	0	850,000	850,000	Yes
13943	2018 016	Traffic Signals Comm. Design & Install	Hiways/Roads/Streets/Bridges	0	370,000	0	0	0	0	370,000	370,000	No
29680	2018 017	City of Santa Fe Gateways	Hiways/Roads/Streets/Bridges	0	100,000	0	0	0	0	100,000	100,000	No
27608	2018 018	Traffic Calming Improvements	Hiways/Roads/Streets/Bridges	0	100,000	0	0	0	0	100,000	100,000	No
32382	2018 019	Drainage & Watershed Maintenance	Storm/Surface Water Control	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000	7,500,000	Yes
32383	2018 020	Acequia Trail Extension	Hiways/Roads/Streets/Bridges	0	750,000	0	0	0	0	750,000	750,000	No
32384	2018 021	Canada Rincon Trail	Hiways/Roads/Streets/Bridges	0	200,000	0	0	0	0	200,000	200,000	No
32385	2018 022	Acequia Trail	Hiways/Roads/Streets/Bridges	0	200,000	0	0	0	0	200,000	200,000	No
25974	2018 023	Fl. Marcy Complex	Adm/Service Facilities (local)	0	390,000	0	0	0	0	390,000	390,000	No
12062	2018 024	Municipal Recreation Soccer Complex	Public Parks (local)	455,000	52,000	9,550,000	0	0	0	10,057,000	9,602,000	Yes
23272	2018 025	Southwest Activity Node Park (SWAN)	Public Parks (local)	6,035,000	5,000,000	0	0	0	0	11,035,000	5,000,000	Yes
25970	2018 026	Fl. Marcy Ball Park	Public Parks (local)	0	6,600,000	0	0	0	0	6,600,000	6,600,000	Yes
27589	2018 027	Genoveva Chavez Community Center	Adm/Service Facilities (local)	0	800,000	2,400,000	0	0	0	3,200,000	3,200,000	Yes
13418	2018 028	Southside Boys and Girls Club	Adm/Service Facilities (local)	0	200,000	7,000,000	300,000	0	0	7,500,000	7,500,000	Yes
10026	2018 029	Santa Fe Recovery Center	Health-Related Cap Infra	0	200,000	0	0	0	0	200,000	200,000	No
30754	2018 030	Public Safety Radio System Upgrade	Public Safety Equipment/Bldgs	0	100,000	659,974	840,026	659,974	90,026	2,350,000	2,350,000	No
32387	2018 031	Constituent Services 311 Program	Adm/Service Facilities (local)	0	57,500	57,500	35,000	0	0	150,000	150,000	Yes
32388	2018 032	Data Center Modernization	Adm/Service Facilities (local)	0	350,000	575,000	0	0	0	925,000	925,000	No
32389	2018 033	Enterprise Resource Planning (ERP) System	Economic Development	0	1,410,000	740,000	0	0	0	2,150,000	2,150,000	Yes
32390	2018 034	LandUse/Community Develop. System Modernization	Economic Development	0	930,000	0	0	0	0	930,000	930,000	No

Infrastructure Capital Improvement Plan FY 2018-2022

30813	2018 035	Public Access CNG Station	Transit	30,000	275,000	0	0	0	0	0	305,000	275,000	No
22909	2018 036	Southside Transit Center	Transit	735,000	890,000	0	0	0	0	0	1,625,000	890,000	No
32391	2018 037	Water Rights Acquisitions	Water Rights	0	216,625	216,625	216,625	216,625	216,625	216,625	1,083,125	1,083,125	No
32392	2018 038	Reservoirs - Electric/Fiber Optic Extension	Utilities (publicly-owned)	0	649,875	0	0	0	0	0	649,875	649,875	No
32393	2018 039	Large Meter Replacement	Utilities (publicly-owned)	0	270,783	270,783	270,783	0	0	0	812,349	812,349	No
32394	2018 040	PRV/SCADA System Improvements	Utilities (publicly-owned)	712,353	541,563	541,563	541,563	0	0	0	2,337,042	1,624,689	No
29681	2018 041	Canada Well	Water Supply	541,562	541,562	541,562	0	0	0	0	6,498,744	5,957,182	No
32395	2018 042	Booster/Storage Facility Rehabilitation	Water Supply	108,313	108,313	108,313	108,313	0	0	0	433,252	324,939	No
32402	2018 043	Southwest Booster Station	Water Supply	422,419	162,469	2,166,250	0	0	0	0	2,751,138	2,328,719	No
22928	2018 044	Fire Station 1 Remodel/Expansion	Fire	0	1,200,000	0	0	0	0	0	1,200,000	1,200,000	No
32404	2018 045	Management of Upper Watershed	Water Supply	150,000	270,331	270,331	270,331	270,331	270,331	0	1,231,324	1,081,324	No
32407	2018 046	On Call Engineering - Water	Water Supply	0	676,953	676,953	676,953	676,953	676,953	0	2,707,812	2,707,812	No
32408	2018 047	T&D System Master Plan	Water Supply	135,391	135,391	0	0	0	0	0	270,782	135,391	No
32410	2018 048	Dempsey Storage Tank 2	Water Supply	0	541,563	1,624,688	0	0	0	0	2,166,251	2,166,251	No
32413	2018 049	Buckman Well Remediation/Arsenic Treatment	Water Supply	216,625	162,469	1,083,125	0	0	0	0	1,462,219	1,245,594	No
32421	2018 050	Bicentennial Well	Water Supply	0	600,000	600,000	0	0	0	0	1,200,000	1,200,000	No
32422	2018 051	Equipment Additions (Valve Replacements)	Water Supply	0	162,469	162,469	162,469	162,469	162,469	0	649,876	649,876	No
32423	2018 052	Division Equipment Replacements	Water Supply	0	541,563	541,563	541,563	541,563	541,563	541,563	2,707,815	2,707,815	Yes
32424	2018 053	Security for Source and Storage	Water Supply	0	270,781	270,781	270,781	270,781	270,781	270,781	1,353,905	1,353,905	Yes

Infrastructure Capital Improvement Plan FY 2018-2022

32425	2018 054	City Well Rehabilitation	Water Supply	0	108,313	108,313	108,313	108,313	108,313	541,565	541,565	Yes
32426	2018 055	Clean & Paint Storage/Storage Tanks	Water Supply	0	108,313	108,313	108,313	108,313	108,313	541,565	541,565	No
32427	2018 056	Summit Booster Station Expansion	Water Supply	0	169,469	0	0	0	0	169,469	169,469	No
32428	2018 057	Dempsey/East High Level Booster Stations	Water Supply	0	2,166,250	2,166,250	2,166,250	0	0	6,498,750	6,498,750	No
21226	2018 058	Waste Water Sludge Digester	Wastewater	3,350,000	1,150,000	0	0	0	0	4,500,000	1,150,000	No
32397	2018 059	Installation of New Belt Press Dewatering Unit	Wastewater	0	750,000	0	0	0	0	750,000	750,000	No
32398	2018 060	WWTP Solids Disposal Vehicle	Wastewater	0	600,000	0	0	0	0	600,000	600,000	No
32399	2018 061	Replacement of Return Activated Sludge Pumps	Wastewater	0	125,000	0	125,000	0	0	250,000	250,000	Yes
32400	2018 062	Contaminants of Emerging Concern Study	Wastewater	0	150,000	0	0	0	0	150,000	150,000	No
32403	2018 063	Nutrient Criteria Study	Wastewater	0	150,000	0	0	0	0	150,000	150,000	No
32405	2018 064	Aeration Basin Rehabilitation / Replacement	Wastewater	0	245,000	325,000	550,000	0	0	1,120,000	1,120,000	Yes
32406	2018 065	WWTP Sewer Rodder Truck	Wastewater	125,000	125,000	125,000	125,000	0	0	500,000	375,000	No
32409	2018 066	WWTP Compost Mixer	Wastewater	0	100,000	0	0	0	0	100,000	100,000	No
32411	2018 067	Primary Clarifier Rehabilitation	Wastewater	0	250,000	250,000	0	0	0	500,000	500,000	No
32412	2018 068	WWTP Sewer Vactor Truck	Wastewater	380,000	380,000	0	380,000	0	0	1,140,000	760,000	No
32414	2018 069	Sewer Line Rehabilitation	Wastewater	1,500,000	2,000,000	2,000,000	2,000,000	0	0	7,500,000	6,000,000	Yes
29762	2018 070	Calle Po Ae PI Extension	Highways/Roads/Streets/Bridges	0	150,000	150,000	600,000	0	0	900,000	900,000	Yes
32847	2018 071	Hyde Park Road Bike Lanes	Highways/Roads/Streets/Bridges	0	300,000	200,000	3,000,000	0	0	3,500,000	3,500,000	Yes
25971	2019 001	Salvador Perez Pool	Adm/Service Facilities (local)	0	0	570,000	0	0	0	570,000	570,000	Yes

Infrastructure Capital Improvement Plan FY 2018-2022

32415	2019	002	Existing Digester Rehabilitation	Wastewater	0	0	330,000	870,000	0	0	1,200,000	1,200,000	No
32416	2019	003	WWTP New Dump Truck	Wastewater	0	0	100,000	0	0	0	100,000	100,000	No
32417	2019	004	New Ultra Violet Banks after Post Aeration Basin	Wastewater	0	0	150,000	0	0	0	150,000	150,000	No
32418	2019	005	Additional Filters for Tertiary Treatment	Wastewater	0	0	150,000	150,000	0	0	300,000	300,000	No
32419	2019	006	Chemical Storage and Feed System Rehabilitation	Wastewater	0	0	325,000	250,000	0	0	575,000	575,000	Yes
32386	2020	001	Ft. Marcy Amphitheater	Public Parks (local)	0	0	0	250,000	0	0	250,000	250,000	No
32420	2020	002	WWTP Five Year Master Plan	Wastewater	0	0	0	350,000	0	0	350,000	350,000	No
Number of projects:			79										
Funded to date:			19,276,664	Year 1:	45,438,872	Year 2:	50,136,632	Year 3:	22,283,660	Year 4:	11,011,568	Year 5:	4,350,677
Grand Totals										Total Project Cost:	152,498,080	Total Not Yet Funded:	133,221,416

FIR No. 2984

City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: _____ Resolution: X


(A single FIR may be used for related bills and/or resolutions)

Short Title(s): A RESOLUTION DIRECTING THE CITY MANAGER TO HAVE PUBLIC UTILITIES STAFF IDENTIFY AND APPLY FOR FEDERAL AND STATE FUNDING SOURCES FOR WATER, WASTEWATER AND OTHER WATER RELATED PROJECTS.

Sponsor(s): Councilor Maestas

Reviewing Department(s): Public Utilities

Persons Completing FIR: Alan G. Hook Date: 9/11/17 Phone: 955-4205

Reviewed by City Attorney:  Date: 9/13/17
(Signature)

Reviewed by Finance Director:  Date: 9.13.17
(Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution:

The proposed resolution directs the City Manager to have Public Utilities staff identify and apply for federal and state funding sources for water, wastewater and other water related projects.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: _____

X Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY 2017-18	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$ _____	_____	_____	\$ _____	_____	_____	_____
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____
Total:	<u>\$0.00</u>			\$ _____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY 2017-18	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	<u>\$0.00</u>		\$ _____		

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

There are no expenditures/revenues related to this resolution at this time.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The city will not apply for state and federal funding sources for water-related projects.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The community benefits of water, wastewater, and other water related improvements would be negatively impacted if state and federal funding is not provided as an alternative source to local government funds. With this resolution city staff can pursue state & federal funding; therefore, improving public utility services to businesses, residencies, schools, churches, museums etc. that will have a positive impact on City of Santa Fe.

City of Santa Fe, New Mexico

memo

Date: September 20, 2017

To: Request to Publish @ City Council (public meeting) – August 30, 2017
Community Development Commission (public meeting)– September 20, 2017
Finance Committee (public meeting) – October 2, 2017
City Council (public hearing) – October 11, 2017

From: Alexandra Ladd, Director, Office of Affordable Housing 

Re: Approval of 2017-18 CDBG Draft Annual Action Plan, as revised

ACTION REQUESTED

Review and approve the 2017-2018 Draft Annual Action Plan, as revised to include the following:

- A) Allocation of 2017-2018 Community Development Block Grant (CDBG) funds (Total: \$400,000) to support eight (8) funded projects (as approved in April 26, 2017);
- B) Allocation of administrative funds in the amount of \$106,093;
- C) Proposed uses for difference between estimated amount (\$500,000) and actual amount (\$530,468);
- D) Proposed uses for program income (\$200,000, as estimated);
- E) Proposed uses for reprogrammed funds (\$269,553.60).

BACKGROUND

CDBG is the Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides, on an annual basis, an allocation of funds to local governments for a wide-range of eligible housing and community development activities. CDBG funds are allocated each year to cities with populations in excess of 50,000 and urban counties. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money based on a formula that takes into consideration the community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

ITEM AND ISSUE

In order for the City to receive its annual CDBG allocation, it must submit an Annual Action Plan to the Department of Housing and Urban Development (HUD). The purpose of the Action Plan is to describe how federal funds will be allocated to housing and community development activities in

7a

Santa Fe based on the needs, priorities, goals and strategies identified in the 2013-2017 Consolidated Plan. HUD requires that the Action plan is submitted to its office for a 45-day review and approval period prior to the start of the program year. However, for the 2017-18 program year, HUD's notification of the City's entitlement grant was not made until mid-June. Three drafts of the Action Plan and funding recommendations were presented for public comment:

- March 10, 2017 --April 11, 2017: provided information about allocations for 17-18 using the estimated funding amount of \$500,000
- July 24, 2017 - August 7, 2017: provided updated information regarding the final allocation amount of \$530,468. *(Note: the contingency language in the Plan addressing the difference in funding amounts from the estimated amount and actual amount was deemed insufficient by HUD and the Action Plan submitted on August 11, 2017 was returned to the City for edits.)*
- September 12, 2017 – October 13, 2017: The current draft of the Plan provides updated language to address the use of all funds received by the City: entitlement (\$530,468); program income (\$200,000 estimated); and reprogrammed funds from prior years, including canceled program contract amounts (\$57,000) and unexpended entitlement funds from prior years (\$212,553.60)

Based on the \$500,000 estimate, eight (8) projects were recommended for funding by the Community Development Commission (CDC) on February 15, 2017. A detailed description of each project is in the Action Plan. Note that HUD allows a maximum of 15% of the CDBG allocation to be awarded to Public Service Projects and 20% for Grant Administration. The professional services agreements to implement the CDC's funding recommendations were approved according to the following schedule:

- City Council (Request to Publish Notice of Public Hearing) – March 8, 2017
- Finance Committee (public meeting) – April 3, 2017
- Community Development Commission (public meeting) – April 19, 2017
- City Council (Public Hearing) – April 26, 2017

With the actual entitlement amount of \$530,468, the updated administrative cost is \$106,093, leaving \$24,375 to be allocated to eligible projects (In addition to the \$400,000 already committed). These funds will be allocated proportionate to the original entitlement award or to address additional administrative expenses that are incurred as program income (PI) is generated which is estimated to be \$200,000. The professional services agreements between the City and the subrecipients specify that PI is held in a segregated account until it can be recycled back to the eligible activities from which the funds were generated. As per HUD requirements, the PI must be used before entitlement funds. The City proposes to use the program income managed by its subrecipients as follows: Homewise home improvement (\$60,000); Homewise down payment assistance (\$110,000) and Housing Trust downpayment assistance (\$30,000). The actual expenditure of program income will be shaped by program activities over the year and will vary accordingly.

Reprogrammed funds come from two sources – unexpended entitlement funds (usually because the activity generates program income) and canceled projects. As of today's date, the total available for reprogramming is \$269,553.60 which is broken down by source and program year as follows:

- **Unexpended Entitlement:** \$85,682.58 (PY2016-17)
\$75,554.75 (PY2014-15)
\$51,316.27 (prior to 2014)
- **Project Cancellation:** \$12,000 (PY2016-17)
\$45,000 (PY2015-16)

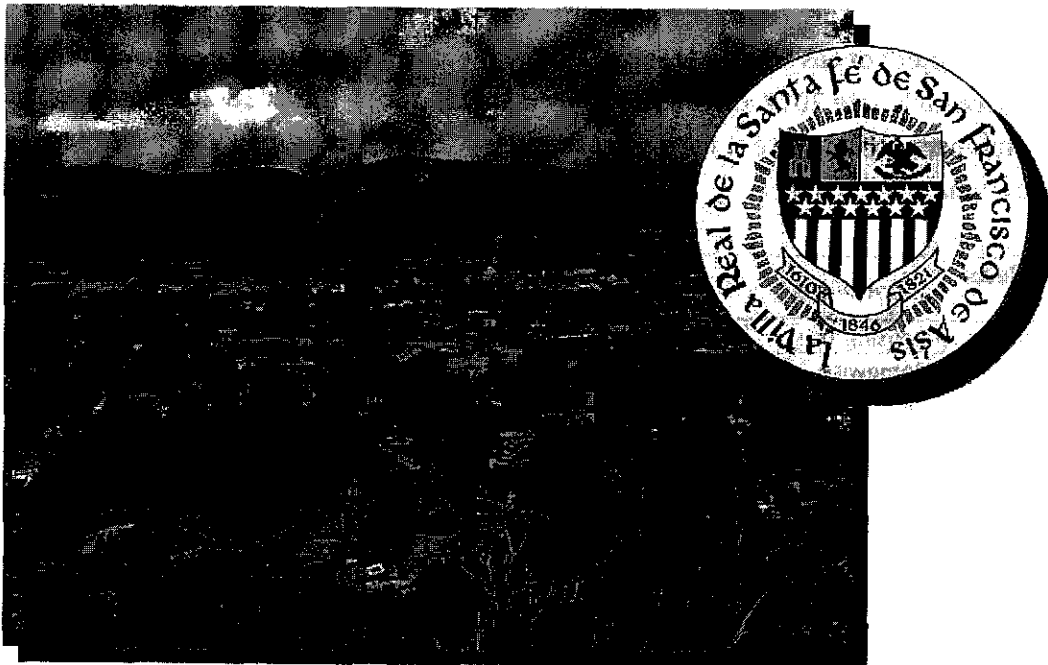
The City will apply reprogrammable funds as follows: 50% (\$134,777) allocated to housing projects currently set up for the program year and 50% (\$134,777) to cover any gaps in the upcoming construction project of Las Soleras Station, an 87-unit Low Income Housing Tax Credit (LIHTC) that will break ground in late 2017 and be ready for lease up during the 2018-2019 program year. The following table identifies current funding recommendations and proposed uses for program income and reprogrammable funds.

Approved Projects (17-18)	Subrecipient	Entitlement Funds	Program Income	Reprogrammed Funds	Total Funding Amount
Downpayment Assistance	Housing Trust	\$100,000	\$30,000	\$47,921	\$177,920.64
	Homewise	\$100,000	\$110,000	\$47,921	\$257,920.64
Home Improvement	Habitat for Humanity	\$60,000	0	\$28,752	\$88,752.38
	Homewise	\$21,250	\$60,000	\$10,183	\$91,433.14
Rental Rehabilitation	St Elizabeth Shelter (Casa Cerrillos)	\$43,750	n/a		\$43,750.00
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$30,000	n/a		\$30,000.00
	Interfaith Shelter (Womens' Summer Safe Haven)	\$24,449	n/a		\$24,449.00
	Youth Shelters & Family Services (Outreach Worker)	\$20,551	n/a		\$20,551.00
Program Administration (Cap @20%)		\$106,093			\$106,093.00
Committed CDBG ENTITLEMENT		\$506,093			
Entitlement Balance*		\$24,375			\$24,375.00
LIHTC "Gap" Financing	The Housing Trust (Las Soleras Station)	0	0	\$134,777	\$134,777
2017-2018 TOTAL FUNDING		\$530,468.00	\$200,000.00	\$269,553.60	\$1,000,021.60

*the entitlement balance will be reserved to cover additional administrative costs incurred when program income is earned throughout the year.

ANNUAL ACTION PLAN

July 1, 2017- June 30, 2018



SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909
Phone # (505) 955-6346

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The purpose of the Action Plan is to stipulate how funds will be allocated to housing and community development activities in Santa Fe based on the needs, priorities, goals and strategies identified in the 2013-2017 Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as addressing the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

This Plan identifies the following goals as they relate to HUD-mandated objectives and outcomes for its upcoming housing and community development activities:

GOAL: Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those at risk of becoming homeless.

- Objective: Creating Suitable Living Environments
- Outcome: Availability/Accessibility

GOAL: Expanded inventory of rental units and vouchers to meet increased needs of renters with very low incomes.

- Objective: Providing Decent Housing
- Outcome: Availability/Accessibility

GOAL: Increased homeownership opportunities and support for long-term affordability and accessibility for current homeowners.

- Objective: Providing Decent Housing
- Outcome: Availability/Accessibility

To best understand the need and to work toward meeting these housing goals, the City utilizes the *Santa Fe Affordable Housing Plan*, finalized in December 2016, a five-year plan required by the New Mexico Mortgage Finance Authority, which assesses housing need in Santa Fe and provides

recommendations for addressing the needs. The housing needs analysis portion examines housing needs across all income levels to identify mismatches in supply and demand for all households in Santa Fe. One of the essential items this document provides to the City is a gaps analysis, which compares the demand for and supply of housing by income level. Instead of estimating the type of housing each household in the city would prefer, income is used as a proxy, as it is the most important factor in accessing housing.

The gaps analysis shows the following:

- The greatest need in Santa Fe's market is for rental units priced between \$375 and \$500 per month, serving renters earning between \$15,000 and \$20,000 per year. In this income range, there is a current shortage of 800 rental units, up from 715 in 2011.
- The rental gap for households earning \$20,000 to \$25,000 also increased between 2011 and 2014—from 169 to 444. However, the cumulative rental gap, for all households earning less than \$25,000 declined from 3,074 in 2011 to 2,435 in 2014.
- The gaps model estimates that as many as 2,435 renters earning \$25,000 and less cannot find affordable units and, as such, are cost burdened. Most of these renters earn less than \$20,000.
- The median home value declined by 8.5 percent between 2011 and 2014, increasing ownership affordability for some city residents. In 2014 nearly one-quarter of renters could afford the median value home, up from 14 percent in 2011. This increase in homeownership affordability is also a result of renters' incomes increasing since 2011.
- Over 400 homes are in substandard condition (incomplete kitchen/plumbing facilities) and are in probable need of rehabilitation.*

**City of Santa Fe Office of Affordable Housing, BBC Research & Consulting: City of Santa Fe Affordable Housing Plan (December 2016), pg.III, accessed at www.santafenm.gov/office_of_affordable_housing_policy_research).*

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2013-2017 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit partners and subrecipient contractors.

- The City's goal for **rental housing** as stated in the 2016-2017 Action plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). Approximately 20 very low income renters with disabilities, many of whom are transitioning out of homelessness, were served through two Shelter Plus Care grants administered by the City. For the 2017-2018 program year, the City allocated \$400,000 of Affordable Housing Trust Fund (AHTF) to rental facility improvements as well as down payment assistance. The City hopes that surplus funds

during the program year will allow the implementation of a new rental assistance program for very low-income renters as was done in prior years.

- The City's goal for **home ownership housing** as outlined in the current 2016-2017 Action Plan is to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of down payment assistance. The goal states that this funding type will serve approximately 12 households for year with CDBG funding alone. As of March 2017, 20 households were served with down payment assistance administered between two sub-recipients receiving CDBG and one AHTF contract that was extended to 12-31-2016. This program exceeded the goal of serving 12 homebuyers.
- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the 2016-2017 Action Plan is to provide 33 permanent beds and/or longer-term units per year. As of June 30, 2017, approximately 30 shelter beds were provided for 40 families of mainly Female-Headed Households via Casa Familia. In the upcoming 2017-2018 program year, CDBG funds are proposed for services including referrals and support the Interfaith Women's Summer Safe Haven for a minimum of 300 women. Youth Shelters and Family Services will continue the Street Outreach Program to target a minimum of 625 youth and will track those served via outreach who utilize the Drop in Center as well as their Transitional Living Program.
- The City's goal for **home improvement** as outlined in the 2016-2017 Action Plan was to support energy efficiency upgrades, required accessibility renovations and emergency repairs for 13 households between two service providers. As of March 2017, nine (9) loans were made and three (3) loans are pending approval, all supporting low and moderate-income homeowners, many of whom are elderly. Thus far, loan recipients have been able to significantly reduce their long-term energy costs, while others received assistance to bring their homes into compliance with basic housing quality standards.

4. Summary of Citizen Participation Process and consultation process

Requests for Proposals (RFP's) for CDBG and the AHTF were advertised in the Santa Fe New Mexican and the Albuquerque Journal on January 3, 2017. Two technical trainings for RFP proponents were held on January 17. Applicant presentations took place at the Community Development Commission Public Meeting on February 15. Funding recommendations were made based on an estimated allocation amount of \$500,000. Notice of the final amount of \$530,468 was provided in mid-June 2017.

As per the City's Citizen Participation Plan, copies of the updated Plan were placed at the following for public review: Main and Southside Santa Fe Public Library branches, the City's Market Street Office and Santa Fe City Hall. Three public comment periods were advertised and conducted:

- March 10, 2017 --April 11, 2017: provided information about allocations for 17-18 using the estimated funding amount of \$500,000
- July 24, 2017 - August 7, 2017: provided updated information regarding the final allocation amount of \$530,468. *Note: the contingency language in the Plan addressing the difference in*

funding amounts from the estimated amount and actual amount was deemed insufficient by HUD and the Plan was returned to the City for edits.

- September 12, 2017 – October 13, 2017: provides updated language to address the use of all funds received by the City: entitlement (\$530,468); program income (\$200,000 estimated); and reprogrammed funds from prior years, included unexpended contract amounts (\$85,682.58) and reprogrammed funds from prior years (\$192,706.21).

Additionally, the draft plan and activities selected for funding were discussed at the March 16 City News Hour on KSFR 101.5FM. A Press Release about the plan was issued by the City's Public Information Office on March 20 and September 13, 2017. For the original and final drafts, legal and display advertisements in Spanish and English were placed in the *Santa Fe New Mexican* on Monday, July 24, 2017 and September 12, 2017 announcing the public review and comment period, public hearing date and contact information for submitting comments. Notice is provided that Spanish translation is available upon request. Paper copies are also made available for review. Public notices are included in the Addenda to this plan.

Six (6) public meetings and two public hearings were held for notification of the Plan and/or review. These meetings are open to the public and agendas are available on the City's website. The public meetings and public hearing can all be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish and state that a translator may be made available upon request. The public hearing allows members of the public to make comments as part of the Governing Body's discussion of the item. At the public meetings, there is an opportunity for the public to speak from the floor.

5. Summary of public comments

Comments from the general public as well as plan participants and stakeholders are noted in this section when received. No written comments were received during the initial 30-day comment period (March 10 – April 11, 2017) nor were any written comments received during the 14-day comment period for the revised Action Plan (July 24-Aug 7, 2017) or the second 30-day public comment period (September 12, 2017 – October 13, 2017). At the April 27th public hearing, four comments were received:

1. A general comment that the City's contracting process is not transparent;
2. A comment expressing general support for the CDBG-funded programs which are "needed" to support housing for people who need it most;
3. A detailed comment related to the positive nature of the City's CDBG investment (in relevant housing programs and projects rather than general infrastructure needs); encouragement for the Council to support proactive strategies for increasing supply and access of rental housing for people, especially those who don't participate in Council meetings – many of them get discouraged and move away. The City's revenue stream through the generation of GRT is also affected when people don't live in the same community where they work.

4. A comment also encouraging the Council to support rental housing, including market rate housing which is at 98% occupancy; this issue is especially relevant for the area's big employers such as the hospital because it is difficult to attract and retain employees, especially young ones when there is a shortage of affordable rental housing.

These comments will be noted in upcoming CDBG and AHTF allocation processes when the Community Development Commission meets to establish funding priorities.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments that are not accepted will be noted where applicable. The comments presented above were accepted with the exception of comment #1 which is not relevant to the CDBG process whereby all contracts are reported to the Governing Body, regardless of amount.

7. Summary

Over the next year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. At present, the Office of Affordable Housing is involved in the Permanent Supportive Housing Toolkit. The toolkit is a series of sessions conducted by affordable housing professionals and attended by stakeholders across the state to talk with supportive housing developers, understand development budgets, and identify gap funders. These trainings are facilitated by the Pathways Home group, a partnership between LeBeau Development, Enterprise Community Partners and the New Mexico Coalition to End Homelessness.

City staff is also participating in the newly initiated Mayor's Task Force on Homelessness, the goal of which is to update the 2012 Strategy to End Homelessness. A six-month planning period is proposed. By focusing on these strategies in the 2017-2018 Action Plan, the City of Santa Fe works toward the goal of all City residents being able to access affordable, accessible and high quality housing opportunities.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing which is a division of the City's General Government Department, administers the Community Development Block Grant (CDBG), the Continuum of Care/Shelter Plus Care program, the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Alexandra Ladd
Director, Office of Affordable Housing
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
agladd@santafenm.gov
505-955-6346

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's partnerships with community-based organizations, much of the consultation about the Action Plan happens informally and within the City's organization. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare and social services programs. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Office of Affordable Housing coordinates closely with other City departments including the Youth and Family Services Division of the Community Services Department. The Youth and Family Services Division funds emergency housing and community development programs as well as social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. One of the City's partner organizations, YouthWorks has provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another of the City's nonprofit partners, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming is located at housing authority sites.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Santa Fe is not served by a local Continuum of Care but rather is covered by New Mexico's Balance of State Continuum of Care, as administered by the New Mexico Coalition to End Homelessness (NMCEH). City staff from the Office of Affordable Housing serve on the Board for the Balance of State Continuum of Care, which requires attending monthly meetings by conference call and quarterly

meetings of the all the stakeholder agencies. Staff also attends the annual Housing for All Conference, hosted by the NM Coalition to End Homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced. In September, the City Council will approve a resolution establishing a Homeless Task Force that will consider specifically these coordinated efforts. The Office of Affordable Housing will participate on this task force to ensure that CDBG and other local housing funds are deployed in ways that prevent homelessness.

Additionally, NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing. In addition to HUD funds, the City's CDBG entitlement funds and local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. In 2015 City Mayor Javier Gonzales signed on to the Mayor's Challenge to End Veteran Homelessness. Local nonprofits have been meeting monthly with the VA to go over the by-name list of homeless veterans and make sure they are all on their way to permanent housing. In 2016 the City met the requirements of the challenge and has continued to maintain the system that helps any newly homeless veterans quickly access housing through VA, state funded or Continuum of Care resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Santa Fe does not directly participate in any ESG (Emergency Solutions Grants) programming to assist the homeless or those at risk. The Continuum of Care Board has developed standards based on the HUD established outcome measures for housing stability and increasing client income for Continuum of Care Programs. The Board is working with the staff of the New Mexico Coalition to End Homelessness and the New Mexico Mortgage Finance Authority on the standards and evaluation of ESG-funded projects.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2017 Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	Agency/Group/Organization	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2017 Draft AAP are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	Agency/Group/Organization	ST ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2017 Draft AAP are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	Agency/Group/Organization	The Housing Trust
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Business and Civic Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2017 Draft AAP are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects.
5	Agency/Group/Organization	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City also works with NMCEH to reduce the length of time all families and individuals remain homeless. Reducing the amount of time was one of the goals of the 2012 Santa Fe Mayor's Task Force on Homelessness. NMCEH now has good tools to measure the length of time people remain homeless and this will be a focus of the newly convened City Roundtable on homelessness this fall.
6	Agency/Group/Organization	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2017 Draft AAP are highlighted and emailed for verification or update. The City is in regular communication with Planning Staff (provide homebuyer services) and staff from the housing authority.

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not consult directly with the State of NM Department of Health regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and historic structures were traditionally plastered with whitewash because lead-based paint was expensive and not widely available. In 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Seeks to provide comprehensive support services aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability regarding unit inventory and demand; provides basis to shape policy and funding decisions. This document was finalized in January 2017.
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan
Five Year Plan to End Homelessness (2012)	New Mexico Coalition to End Homelessness	The goals of that plan are incorporated into this plan
2012-2017 CIP Plan	City of Santa Fe	Project priorities help shape the funding priorities in this plan.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Includes transportation projects for all modes expected to be funded.
Sustainable Land Use Code	County of Santa Fe	SLDC regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	The AI evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City will submit the Assessment of Fair Housing which looks at housing through the lens of opportunity.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local services providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City will re-write its Citizen Participation Plan during the upcoming 2018-2023 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Requests for Proposals (RFP's) for CDBG and the AHTF were advertised in the Santa Fe New Mexican and the Albuquerque Journal on January 3, 2017. Two technical trainings for RFP proponents were held on January 17. Applicant presentations took place at the Community Development Commission Public Meeting on February 15. Funding recommendations were made based on an estimated allocation amount of \$500,000, pending notification from HUD on the actual allocation amount. Notice of the final amount of \$530,468 was provided in mid-June 2017.

As per the City's Citizen Participation Plan, copies of the updated Plan were placed at the following for public review: Main and Southside Santa Fe Public Library branches, the City's Market Street Office and Santa Fe City Hall. Three public comment periods were advertised and conducted:

- March 10, 2017 –April 11, 2017: provided information about allocations for 17-18 using the estimated funding amount of \$500,000
- July 24, 2017 - August 7, 2017: provided updated information regarding the final allocation amount of \$530,468. *Note: the contingency language in the Plan addressing the difference in funding amounts from the estimated amount and actual amount was deemed insufficient by HUD and the Plan was returned to the City for edits.*
- September 12, 2017 – October 13, 2017: provides updated language to address the use of all funds received by the City: entitlement (\$530,468); program income (\$200,000 estimated); and reprogrammed funds from prior years, (\$269,553.60).

Additionally, the draft plan and activities selected for funding were discussed at the March 16 City News Hour on KSFR 101.5FM. A Press Release about the plan was issued by the City's Public Information Office on March 20, September 13, and September 26, 2017. For the original and final drafts, legal and display advertisements in Spanish and English were placed in the *Santa Fe New Mexican* on Monday, July 24, 2017 and September 12, 2017 announcing the public review and comment period, public hearing date and contact information for submitting comments. Notice is provided that Spanish translation is available upon request. Paper copies are also made available for review. Public notices are included in the Addenda to this plan.

Six (6) public meetings (February 15, April 3, April 8, April 19, September 20, October 2) and two public hearings (April 26, October 11) were held for notification of the Plan and/or review.

These meetings are open to the public and agendas are available on the City's website. The public meetings and public hearing can all be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish and state that a translator may be made available upon request in advance. The public hearing

allows members of the public to make comments as part of the Governing Body's discussion of the item. At the public meetings, there is an opportunity for the public to speak from the floor. Goal-setting for the Consolidated Plan provides the basis for ongoing priorities, as do recent studies that look at measurable need in the community.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	Finance Committee Public Meeting March 20, 2017	No comments were received.	None.	
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish and Other as requested Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Commission Public Meeting April 19, 2017	No comments were received.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish and Other as requested</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>City of Santa Fe City Council Public Hearing (Evening Session): Wednesday, April 26, 2017, 7:00 p.m.</p>	<p>At the April 27th public hearing, four comments were received: 1) A general comment that the City's contracting process is not transparent; 2) A comment expressing general support for the CDBG-funded programs which are needed to support housing for people who need it most; 3) A detailed comment related to the positive nature of the City's CDBG investment (in relevant housing programs and projects rather than general infrastructure needs); encouragement for the Council to support proactive strategies for increasing supply and access of rental housing for people, especially those who don't participate in Council meetings many of them get discouraged and move away. The City's revenue stream through the generation of GRT is also affected when people don't live in the same community where they work; 4) A comment also encouraging the Council to support rental housing, including market rate housing which is at 98% occupancy; this issue is especially relevant for the area's big employers such as the hospital because it is difficult to attract and retain employees, especially young ones when there is a shortage of affordable rental housing.</p>	<p>The comments presented were accepted with the exception of comment #1 which is not relevant to the CDBG process whereby all contracts are reported to the Governing Body, regardless of amount.</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Service providers	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The City solicits comments from local services providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele.	None received.	None received.	
5	Public Meeting	Non-targeted/broad community	City of Santa Fe Finance Committee - October 2, 2017	Any comments will be presented here.	Reasons for not accepting comments will be summarized here.	
6	Public Meeting	Non-targeted/broad community	City of Santa Fe Community Development Commission Meeting - September 20, 2017	Support was voiced by nonprofit stakeholder for using reprogrammed funds to support upcoming LIHTC project, Las Soleras Station, in addition to supporting currently funded programs.	This comment was supported.	
7	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Legal Notice placed in SF New Mexican announcing public hearing date of October 11, 2017; location of paper copies of plan for public review; contact info for comments	None yet.	None yet.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
8	Public Hearing	Non-targeted/broad community	Santa Fe City Council Public Hearing - October 11, 2017	Comments will be summarized here.	Reasons for not accepting comments will be summarized here.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

This draft of the Action Plan will serve as an amendment to the original draft of Action Plan which was available for public review from March 10 - April 11, 2017 and for which a public hearing was held on April 26, 2017. Because HUD's final notification of the CDBG funding amount was not made until mid-June of 2017, the City moved forward with contracting for services using an estimated amount of \$500,000 (with \$100,000 set aside for administrative costs) so that funded projects could begin immediately at the start of the new program year. The actual CDBG amount is \$530,468 (with \$106,093 set aside for administrative costs). The discussion in the following section identifies how the extra funds will be spent in addition to program income (\$200,000, estimated) and funds available for reprogramming from prior year (\$269,553.60).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	530,468	200,000	269,553	1,000,021	\$500,000 of entitlement funds (\$400,000 for projects, \$100,000) provide the basis for the projects presented in this plan. Additional funds from the actual allocation will be added to current projects. Program income (\$200,000) is re-used by the subrecipient to provide additional services and available funds to be reprogrammed with will allocated 50% to existing projects, with the remaining amount set aside to support LIHTC housing.

Annual Action Plan
2017

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Shelter Plus Care	public - federal	Other	121,704	0	0	121,704	50,000	St Elizabeth Shelter and Housing Trust administer two of the City's Shelter Plus Care grants which are used to support renters with disabilities who would otherwise be homeless. The Village Sage and Stagecoach Apartments (12-15 special needs tenants out of the total LIHTC 120 units), St. Elizabeth's Shelter Siringo Senior Project (8 units). The City anticipates turning these grants over to the subrecipients when the Continuum of Care renewal projects are going to renew. All other Continuum of Care projects from prior years were turned over to Life Link, the subrecipient.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2017 is the threat of reduction in funding from all sources: federal, state, or local. This requires creative use of funds as well as a reduction in the funding of some programs even when there is an increase in need and requirements that must be addressed, such as with the public services category which supports non housing projects and public facilities improvements, which are generally housing-related. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded down payment assistance leverages \$14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (the Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

In the current fiscal year, the City expects to donate a 5-acre portion of a City-owned parcel on Siler Road. This donation will support the construction of at least 50 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. Ten additional market-rate units may also be included in the project, as well as a shared resource center that would include performance and display space, retail areas and other workshops. The project, called the "Arts + Creativity Center," is proposed to be developed by the New Mexico Interfaith Housing Coalition and Creative Santa Fe, two local nonprofit organizations. The donation is contingent on the project securing Low Income Housing Tax Credit (LIHTC) funds. An application will be resubmitted for the 2018 LIHTC funding cycle.

Discussion

On February 15, 2017, the Community Development Commission (CDC) recommended funding for eight

(8) CDBG proposals supporting housing and public service projects based on an estimated \$500,000 allocation at the time of the CDC public meeting. The eight funded projects are described in this Plan, totalling \$400,000 (with an additional \$100,000 reserved for administrative expenses). With the actual entitlement amount of \$530,468, the updated administrative cost is \$106,093, leaving \$24,375 to be allocated to eligible projects (in addition to the \$400,000 already committed). These funds will be allocated proportionate to the original entitlement award or to address additional administrative expenses that are incurred as program income (PI) is generated which is estimated to be \$200,000. The professional services agreements between the City and the subrecipients specify that PI is held in a segregated account until it can be recycled back to the eligible activities from which the funds were generated. As per HUD requirements, the PI must be used before entitlement funds. The City proposes to use the program income managed by its subrecipients as follows: Homewise home improvement (\$60,000); Homewise down payment assistance (\$110,000) and Housing Trust downpayment assistance (\$30,000). The actual expenditure of program income will be shaped by program activities over the year and will vary accordingly.

Reprogrammed funds come from two sources – unexpended entitlement funds (usually because the activity generated program income so entitlement funds weren't drawn fully) and canceled projects. As of today's date, the total available for reprogramming is \$269,553.60 which is broken down by source and program year as unexpended entitlement: \$85,682.58 (PY2016-17); \$75,554.75 (PY2014-15) and \$51,316.27 (prior to 2014); and project cancelation: \$12,000 (PY2016-17) and \$45,000 (PY2015-16). Note that one project from 2016-17 is being extended because of construction delays so that \$27,840 of last year's funds will be spend during PY17-18. The City will apply reprogrammable funds as follows: 50% (\$134,777) allocated to projects currently set up for the program year and 50% (\$134,777) to cover any gaps in the upcoming construction project of Las Soleras Station, an 87-unit Low Income Housing Tax Credit (LIHTC) that will break ground in late 2017 and be ready for lease up during the 2018-2019 program year.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Affordable Housing Opportunities	2013	2017	Affordable Housing		Services and Support for Current Homeowners Provision of Rental Units and Support Services Rental Rehabilitation Down Payment Assistance Homebuyer Training and Counseling Home Rehabilitation/Improvement Construction of Affordably-Priced Homes Diversity of Housing Types	CDBG: \$325,000	Rental units rehabilitated: 28 Household Housing Unit Homeowner Housing Rehabilitated: 13 Household Housing Unit Direct Financial Assistance to Homebuyers: 30 Households Assisted
2	Increase Opportunities for At Risk Populations	2013	2017	Public Housing Homeless		Rental Vouchers Emergency Shelters Support Services for At Risk Population Fair Housing Outreach Non-Housing Community Facilities & Services	CDBG: \$75,000 Shelter Plus Care: \$250,000	Public service activities for Low/Moderate Income Housing Benefit: 800 Households Assisted Homeless Person Overnight Shelter: 93 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Address Current and Emerging Needs	2014	2017	Affordable Housing Non-Homeless Special Needs		Rental Rehabilitation	CDBG: \$43,750	Rental units rehabilitated: 28 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Affordable Housing Opportunities
	Goal Description	<i>Increased homeownership opportunities and support for long-term affordability and accessibility for current homeowners.</i> This goal is achieved through continuing down payment assistance; homebuyer counseling and training services; production of affordably-priced homes; supporting partnerships with nonprofits, for-profit builders and other housing providers; considering acquisition/rehab programs; funding energy efficiency upgrades; continuing foreclosure prevention; legal assistance and refinancing services for existing homeowners; and offering accessibility improvements to help "age in place".
2	Goal Name	Increase Opportunities for At Risk Populations
	Goal Description	<i>Reduced rate of households with cost burden and corresponding drop in poverty rates.</i> This goal is achieved through preventing homelessness through rental vouchers, emergency assistance, support services, expanding rental choices for households earning less than 30% AMI, providing rehabilitation services, refinancing and support for existing low-income homeowners, preventing wage theft, and improving outreach efforts about housing rights especially to mono-lingual Spanish speakers.

3	Goal Name	Address Current and Emerging Needs
Goal Description	Inventory of rental units affordable to renters with very low incomes is expanded and vouchers are used to meet increased demand. This goal is achieved through supporting LIHTC projects and the provision or retention of other permanent, subsidized rental units, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers.	

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 17-18 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80%AMI and below and the AHTF can be used for those 81-120AMI%. For the 2017-2018 program year, AHTF was awarded to the Housing Trust for Down Payment Assistance (\$160,000), to Homewise for Down Payment Assistance (\$177,000) and to St Elizabeth Shelter (\$63,000) for a facility remodel at the Siringo Senior Apartments (providing 8 affordable rental units for previously homeless seniors).

Projects

#	Project Name
1	Santa Fe Community Housing Trust - Down Payment Assistance
2	Habitat for Humanity--Single-Family Home Improvements
3	Homewise Home Improvement Program
4	Homewise Down Payment Assistance
5	St. Elizabeth Shelter - Casa Cerrillos Apartments
6	SFPS Adelante Elementary School Liaison
7	Interfaith Shelter Women's Summer Safe Haven
8	Youth Shelters and Family Services
9	Project Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For the 2016-17 program year, the Community Development Commission (CDC) placed the highest funding priority on affordable housing. Consequently, the majority of funding was directed to providing assistance to homeowners (DPA and Home Improvement). Assistance for rental units is also high priority and one project was funded for the rehabilitation of existing units. Though it is desired to utilize CDBG towards eligible expenses related to the production of new affordable rental units, the developer

expense of constructing these is challenging in the absence of Low Income Housing Tax Credits (LIHTC). LIHTC projects have an application and award timeline that does not synchronize with that of CDBG; however, the CDC would like to direct funding to future projects if the allocation cycles can be aligned. In past years, returned funds were used to provide late-stage project funding for the construction of the Stage Coach Apartments. Another high priority of the CDC for this funding year was for public services that help very low income individuals and households avoid becoming homelessness or assist them with accessing housing and related services to stabilize precarious housing situations.

AP-38 Project Summary

Project Summary Information1	Project Name	Santa Fe Community Housing Trust - Down Payment Assistance
	Target Area	
	Goals Supported	Increase Affordable Housing Opportunities
	Needs Addressed	Down Payment Assistance
	Funding	CDBG: \$177,920
	Description	Provide CDBG down payment assistance funding to a minimum of five (5) client households below 80% AMI that have completed homebuyer training.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Funding from CDBG (\$100,000, entitlement), (\$30,000, program income), (\$47,921, reprogrammed funds) will provide down payment assistance loans to a total minimum of 8 first time home buyers below 80% AMI (CDBG). Local funds (\$160,000) from the City of Santa Fe Affordable Housing Trust Fund will be used concurrently with CDBG funds to ensure that an additional eight (8) homebuyers earning below 120% AMI (AHTF) are provided downpayment assistance.
	Location Description	Citywide
	Planned Activities	The Trust provides training and counseling, certifies the buyer as "mortgage ready" and assists with the financing process.
2	Project Name	Habitat for Humanity--Single-Family Home Improvements
	Target Area	
	Goals Supported	Increase Affordable Housing Opportunities Address Current and Emerging Needs
	Needs Addressed	Home Rehabilitation/Improvement
	Funding	CDBG: \$88,752
	Description	Provide emergency home improvement funding to a minimum of six (6) homeowners below 60% AMI for emergency home repairs for mostly, but not limited to, elderly and female-headed homeowners.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Provide emergency home improvement funding from CDBG entitlement funds to a minimum of six (6) homeowners earning primarily below 60 percent AMI, primarily seniors and female-headed households. Reprogrammed funds will serve an additional two (2) homeowners.
	Location Description	Citywide

	Planned Activities	The subrecipient certifies the homeowners, assesses the repair and improvement needs of the property, prepares a scope of work, gets bids, and manages the construction project. Many materials are donated and/or recycled, greatly reducing the per project cost. Most years, the project serves more homeowners than what is proposed.
3	Project Name	Homewise Home Improvement Program
	Target Area	
	Goals Supported	Increase Affordable Housing Opportunities Address Current and Emerging Needs
	Needs Addressed	Home Rehabilitation/Improvement
	Funding	CDBG: \$91,433
	Description	Provide home improvement loans to a minimum of seven (7) homeowners below 80 percent AMI
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Entitlement funds (\$21,250), program income (\$60,000) and reprogrammed funds (\$10,183) will provide loans to a minimum of seven (7) homeowners with low- and moderate-incomes.
	Location Description	Locations are scattered throughout the city.
	Planned Activities	The subrecipient provides intake, financial counseling as needed, and referral to a partner contractor to clients with home improvement needs. The contractor submits invoices to Homewise and either a loan is provided to the homeowner or the funds are granted, depending on nature of need and income of homeowner.
4	Project Name	Homewise Down Payment Assistance
	Target Area	
	Goals Supported	Increase Affordable Housing Opportunities
	Needs Addressed	Down Payment Assistance
	Funding	CDBG: \$257,920
	Description	Provide down payment assistance funding to a minimum of five (5) client households below 80% AMI.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	CDBG entitlement funds will provide down payment assistance loans to a minimum of five (5) client households below 80% AMI that have completed homebuyer training. Five (5) loans will be funded through program income and two (2) additional loans with reprogrammed funds for a total of 12 households assisted. Additionally, local affordable housing trust funds (\$177,000) will be used to provide an additional 12 downpayment loans for households earning no more than 120%AMI.

	Location Description	Funds are used at scattered site owner-occupied dwellings throughout the city.
	Planned Activities	Eligible homebuyers must be income certified, complete homebuyer training and counseling and be considered "mortgage ready." Homewise also offers real estate services.
5	Project Name	St. Elizabeth Shelter - Casa Cerrillos Apartments
	Target Area	
	Goals Supported	Increase Opportunities for At Risk Populations Address Current and Emerging Needs
	Needs Addressed	Rental Rehabilitation
	Funding	CDBG: \$43,750
	Description	Rehabilitate the attic and ventilation system of 28-unit apartment complex providing supportive rental housing for very low-income renters and those transitioning out of homelessness.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The attic and ventilation system of a twenty-eight (28) permanent supportive housing rental units at Casa Cerrillos will be rehabilitated to improve the living environment for residents. Upgrading the system will also lower energy costs for the property.
	Location Description	3811 Cerrillos Rd #31, Santa Fe, NM 87507
	Planned Activities	The construction project will be managed by St. Elizabeth Shelter, the property owner and the City of Santa Fe will audit all expenditures and inspect the project upon completion. In addition to this project, St Elizabeth was awarded local, non-CDBG funds to remodel eight (8) apartment units occupied by low-income, formerly homeless seniors to improve the function and accessibility of the bathrooms at another facility, Siringo Senior Apartments, located at 1904 Siringo Road.
6	Project Name	SFPS Adelante Elementary School Liaison
	Target Area	
	Goals Supported	Increase Opportunities for At Risk Populations Address Current and Emerging Needs
	Needs Addressed	Non-Housing Community Facilities & Services
	Funding	CDBG: \$30,000
	Description	Support services for homeless SFPS students and their families.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 200 families or 400 students will be served.
	Location Description	1300 Camino Sierra Vista, Santa Fe, NM 87505 is office location; services are also sometimes provided at school sites.

	Planned Activities	Funding will add staff hours to the elementary school liaison to consult with families, provide support via school supplies, housing services, food and other forms of allowable material support, to elementary students of SFPS whose families are homeless.
7	Project Name	Interfaith Shelter Women's Summer Safe Haven
	Target Area	
	Goals Supported	Increase Opportunities for At Risk Populations
	Needs Addressed	Emergency Shelters Support Services for At Risk Population Non-Housing Community Facilities & Services
	Funding	CDBG: \$24,449
	Description	Provide shelter services for women during the windows when the seasonal shelter is normally closed: July-Oct 2017 and May-June 2018.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Women's Summer Safe Haven (WSSH) shelter will provide services to an estimated 20 women per night for a total of 300 women.
	Location Description	2801 Cerrillos Rd, Santa Fe, NM 87505
	Planned Activities	Funding will provide staff costs for the Women's Summer Safe Haven; for furnishing on-site counseling and referrals to social services that will serve overnight sheltered clients; A minimum of 300 women will be served from July through mid-October 2017, and between May through June 2018.
8	Project Name	Youth Shelters and Family Services
	Target Area	
	Goals Supported	Increase Opportunities for At Risk Populations Address Current and Emerging Needs
	Needs Addressed	Support Services for At Risk Population Non-Housing Community Facilities & Services
	Funding	CDBG: \$20,551
	Description	Street outreach services and expanded hours at a drop in center where homeless youth can receive referral to services, clothes, food, and other essentials.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	625 homeless youth (individual)

	Location Description	Some funded activities will take place at drop in center (402 South St Francis Street) but most of the resource will be used to support an additional outreach worker which is a citywide activity.
	Planned Activities	Grant funding will allow YSFS to add an additional street outreach worker to serve a minimum of 600 homeless youth in Santa Fe as well as adding Sunday hours to the Drop In Center which provides additional support to youth.
9	Project Name	Project Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$106,093
	Description	Provide administrative functions for administering CDBG activities, including contract administration, reporting, monitoring, and other accounting functions.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a
	Planned Activities	Provide all administrative duties related to HUD-mandated planning, reporting, and accounting standards.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing provided citywide, rather than focusing on a specific area or neighborhood. The applications received for this category were for down payment assistance, with the majority of funding directed to providing assistance to homeowners (DPA and Home Improvement). Assistance for rental units is also high priority; however no applications for CDBG funding were received to work towards satisfying this need in the community. Though it is desired to utilize CDBG towards rental units; the developer expense of constructing these is challenging in the absence of Low Income Housing Tax Credits. LIHTC projects have an application and award timeline that does not synchronize with that of CDBG; however, if future projects of this type are awarded and CDBG funding becomes available later in the year, it can be used towards them, such as in the case of Stage Coach Apartments in previous years.

The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness.

Geographic Distribution

Target Area	Percentage of Funds
n/a	n/a

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2017 CDBG program year will serve low to moderate-income residents throughout the City as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funds programs for down payment assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve the City's housing opportunities. Reflecting that objective, the funded projects in this plan serve the homeless both through public services that provide support and referral to housing (Adelante School Liaison, Youth Shelters Outreach and Drop In, Interfaith Shelter's Women Safe Haven); facility improvements to serve very low income renters (Casa Cerrillos); potential homebuyers with downpayment assistance (Homewise DPA and Housing Trust DPA); and existing homeowners with emergency home repair needs (Habitat for Humanity) and/or desire to improve their homes and achieve better energy efficiency (Homewise Home Improvement). Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

One Year Goals for the Number of Households to be Supported	
Homeless	820
Non-Homeless	157
Special-Needs	20
Total	997

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	87
Rehab of Existing Units	50
Acquisition of Existing Units	0
Total	157

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The goals for number of households are based on the following: 820 Homeless (200 households served through Adelante; 20 women provided shelter at the Women's Safe Haven; 600 youth households reached through outreach and other services); 157 Non-homeless (20 households provided downpayment assistance; 15 households served with emergency home repair; 7 households served with home improvement; 28 tenant households served with unit rehab; 87 newly constructed LIHTC units for low- and very low-income renters); Special Needs (20 renters with disabilities served through Shelter

Plus Care). In addition to federal funds, local trust funds will be used to renovate and make accessible eight (8) bathroom at Siringo Senior Apartments.

Rental assistance represents an average monthly number of rents paid from July 2016 through February 2017 for the City's remaining two Shelter Plus Care grants, with the projected monthly number being about the same as reported for the prior program year and for the duration of these grants. The expected number for the production of new units (87) reflects the recent award of Low Income Housing Tax Credits for the proposed Soleras Station apartment project developed by the Santa Fe Community Housing Trust. Additionally, a new LITHC proposal was submitted for 60 units at the Arts+Creativity Center but funding was not granted for 2017 so the project will be resubmitted for consideration in 2018. The projected number for rehabilitation of single family households is the sum of the Habitat for Humanity and Homewise Home Improvement projects awarded funding in this upcoming grant year. No acquisition of existing units was proposed for the grant year, but the total number representing the rehab of existing units is comprised of 28 rental units for very low-income renters and thirteen single-family home rehabs for low-mod income homeowners.

AP-60 Public Housing – 91.220(h)

Introduction

As reported in 2016, the Santa Fe Civic Housing Authority (SFCHA) is the public housing agency in Santa Fe. It oversees 490 units of public housing, and manages 670 Section 8 vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Currently, 269 people are on the public housing waiting list for a housing authority apartment unit, and approximately 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities.

As noted by the Santa Fe Civic Housing Authority, this year via the HUD RAD program and LIHTC, 100 units at Villa Consuelo are proposed for rehab award. In 2016, 116 units at Villa Hermosa received a nine (9) percent tax credit award, and Pasa Tiempo on Alta Vista received a four (4) percent award to renovate 121 units of senior housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The SFCHA runs a Family Self-Sufficiency Program which supports residents and voucher holders to place funds in escrow to achieve home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

As an active developer of LIHTC projects, the City of Santa Fe considers the Santa Fe Civic Housing Authority a partner in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as youth, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling. These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

Services not available but needed: Long Range Transportation for access to VA services in Albuquerque and SOAR model benefits application assistance.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities. The Resource Opportunity Center (ROC), once called Pete’s Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the ROC, which is partially funded through local funds allocated through the City’s Human Services Division. In response to direct community need, Interfaith proposed the Women’s Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season. For the 2017-18 program year, the City allocated CDBG funds to provide safe shelter for women and expect to serve up to 20 women.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

St. Elizabeth. St. Elizabeth Shelter operates two emergency shelters and three longer-term supportive housing programs. Its Men's Emergency Shelter has 28 year-round beds along with a library, TV room, laundry, showers and intensive case management. The organization also offers longer term and transitional shelter options. *Casa Familia* has 10 beds for single women, eight rooms for individual families, and can accommodate up to 30 people, depending on family size. It also has a TV/play room, dining room, laundry and donations room where clothing and toys are available for guests. Both emergency shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues and both have a program manager, case managers and supervisory staff. *Casa Cerrillos* is a permanent housing program with 28 apartments for adults with disabilities, many with co-occurring substance abuse problems. Siringo Apartment is a permanent housing program with eight apartments for seniors. *Sonrisa Family Shelter* is a transitional housing program with eight apartments for families with children. It has a two-year stay limit within which time families are expected to have overcome the issues leading to their becoming homeless and have saved enough funds to successfully move in to housing of their own. All three supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

ROC/Interfaith Shelter. Several faith based organizations support a seasonal shelter from November to May through meals, showers and laundry, in addition to beds and also some case management services. The Resource Opportunity Center is open two days per week, serves 120 to 140 people per day, and offers more intensive case management and legal services.

Life Link. Established in 1987 in a motel, Life Link has evolved into a highly effective behavioral health and supportive housing center. At *La Luz*, 24 apartment units and an additional 74 City wide scattered-site units are provided to people with mental illness and other co-occurring disorders, based on the permanent supportive housing model. Life Link provides extensive outpatient treatment, psycho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening.

Esperanza. Esperanza is a full service organization offering counseling, case management and advocacy for survivors of domestic violence. It operates a shelter that can house up to 42 people, as well as 21 beds of transitional housing to allow clients establish independence while still receiving supportive services. The organization also offers comprehensive non-residential counseling services.

Youth Shelters and Family Services. On any given night, the organization estimates that 100 youth may be homeless on the streets of Santa Fe. Services are provided to homeless, runaway and in-crisis youth and their families including street outreach, emergency shelter, transitional living and counseling. Special initiatives are the Pregnant and Parenting Project, including referrals, case management, parenting skills and donated items and the ACCESS Program, which helps youth with job readiness skills. Youth can stay at the emergency shelter for up to 30 days and in the transitional, apartment style living program for 18 months.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to HUD funds, the City's CDBG entitlement funds and local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a homeless veterans coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be constructed Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects. During the 2017-18 program year, the City proposes to use \$134,777 of reprogrammed funds to support the construction of Las Soleras Station, an 87-unit LIHTC property that will break ground in late 2017 and be ready for lease up during the 2018-19 program year. Twenty-five (25) percent of the units will also be reserved for very-low income (less than 30%AMI) renters and those transitioning out of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A newly formed Homeless Task Force will begin meeting in October of 2017 to analyze and provide recommendations to the Governing

Body “to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience.” Within 6 months, the task force will report back to the Governing Body and these recommendations will shape the 2018-2023 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City is also exploring funding sources and other support for the proposed Shelter NOW project, a collaboration of youth-serving organizations (YouthWorks!, SFPS Adelante Program, among others) that have joined forces to address the gap in housing availability and homelessness for young adults ages 18 to 24. It was formed from a working group of concerned organizations that work daily to serve the highest-need youth and young adults in Santa Fe. The project intends to provide a mobile shelter from December 2017 through April 2018. This collaborative shelter working group will provide training, supplies, wraparound services, staff and administrative support and interagency referrals to youth.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice and has submitted the 2016 AI update which is planned for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

1. Lack of affordable housing located throughout Santa Fe is a major challenge to housing choice;
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, and the lack of public transportation;
3. Lack of fair housing information and supportive services creates a challenge;
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard Syndrome) as a barrier to fair housing choice; one quarter of these survey respondents identified this as a “very serious” contributing factor.

According to stakeholder interviews and private sector focus groups there is a stigma associated with affordable housing developments and neighborhood associations make strong efforts to impede affordable development. In 2014 the City prepared several outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the NM Mobile Home Act. Often non-English speakers are further affected by not being aware of the rights and protections to which they are entitled under these laws. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights "Novella" with distribution continuing throughout the year. The City works with Spanish speaking fair housing advocates that actively meet with approximately 75 local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, at St. Michael's Drive.

Additionally, there has been a recently approved amendment to the City's Chapter 26 of the city's code which governs the Santa Fe Homes Program. The amendment allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, averaged over three income tiers, and HUD's Fair Market Rent. The objective is to generate enough revenue to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictacted by city code and must be compliant with the NM Affordable Housing Act.

Discussion:

The most recent data shows a current occupancy of almost 98 percent for all rental housing in Santa Fe. In the furtherance of planned actions to ameliorate barriers, the City has researched development proposals with the Land Use department, affordable housing service providers and with the County and as a result, provides general information on developments in this section. The Office of Affordable Housing is tracking the following apartment development proposals that have come up within the past year which are in varying stages:

Rodeo Village: a proposed 188-unit market-rate apartment project located on Rodeo Road, just west of St. Francis Drive and adjacent to the railroad tracks. The site area is just over eight acres, and the project

will include multiple buildings of two and three stories, plus amenities to include a fitness center and pool. Approvals are in progress and construction is anticipated to commence by the end of 2017.

Gerhart Apartments: A 258-unit apartment complex proposed for an approximate 11-12-acre site on South Meadows Road in SW Santa Fe. It has not received development approvals, but was recently awarded an upgrade in zoning from R-1 to R-21. All units would be available at market rent (no income-restricted) and would target a mid-price apartment tenant. At this time, an affordable housing payment fee-in-lieu has been discussed.

The Apartments @ 599: A 355-proposed apartment complex that is currently seeking land use approvals for a zoning change to accommodate higher density use. Located near Gerhardt and with easy access to the bypass route, the units could provide much needed workforce housing for those commuting downtown or even to Albuquerque.

AP-85 Other Actions – 91.220(k)

Introduction:

Having a roof over one's is one of our essential needs as human beings, as important eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many locals to afford housing. As noted earlier, the recession helped to level out skyrocketing appreciation, which has made homeownership more affordable for those with moderate incomes. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

There is a continued need for more affordable housing in Santa Fe, given the high numbers of cost-burdened households. Likely program interventions include: providing rental assistance, supporting the development of rental units, continuing down payment, counseling and training for low-and-moderate-income homebuyers, and providing support services for low-income homeowners, including refinancing, foreclosure prevention and home repair. Specifically, the City continues to work with the New Mexico Mortgage Finance Authority to establish priorities for allocating federal tax credits to mixed-income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI. Another action currently underway is the funding of a local housing voucher program to provide assistance to the homeless and near homeless through the Affordable Housing Trust Fund and/or the City's General Fund. This assistance is used in the form of short-term payments for rent, rental arrears, utilities and deposits.

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support down payment assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. As mentioned in AP-75, an ordinance amendment allows for a fee in lieu to be paid, by right, for multi-family rental development. The fee is calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees. The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Down payment assistance is provided through a deferred-payment, no-interest due "soft" second mortgage that is used to buy down the principal of the homebuyer's mortgage, thereby lowering their monthly payment and increasing their buying power. These loans are due upon sale or transfer of title. Homewise, Housing Trust and Habitat for Humanity income-qualify and make "buyer ready" the eligible homebuyers.

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

The following is a list of actions supported by the City of Santa Fe to help reduce the number of poverty-level families:

- Continue to enforce the City of Santa Fe Living Wage Law, which is the second highest in the country.
- Continue to create high wage jobs and to create/support job training centers and programs.
- Increase access to rental housing that is affordable to households earning 50% or less AMI.
- Provide housing in conjunction with supportive services for special populations including seniors, disabled, at risk youth, homeless and female-headed households.
- Continue to support foreclosure prevention programs.

Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, the Children and Youth Committee, etc.) the City ensures that funds are deployed to maximum benefit in the community. The Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a homeless veterans coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to

provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Discussion:

The most obvious gap is the reduction in funding on all levels from the federal to the local levels. Another effect of the recent economic downturn is the increase in households at risk becoming homeless or experiencing episodic homelessness. Without an increase in resources to support services and facilities, the service providers are grappling with limited capacity to meet emerging needs. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is likely to drop as more households will seek housing that is close to transportation, services and amenities and can be adapted to changing needs to allow "aging in place" and entrepreneurial activities.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects funded for FY 17-18 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households. Public services are limited to 15% of the entitlement award and for 2017-18, four projects were funded: Adelante Elementary School liaison, Youth Shelters Outreach and Drop In Center and the Womens Summer Safe Haven. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80%AMI and below and the AHTF can be used for those 81-120AMI%. For the 2017-2018 program year, AHTF was awarded to the Housing Trust for Down Payment Assistance (\$160,000), to Homewise for Down Payment Assistance (\$177,000) and to St Elizabeth Shelter (\$63,000) for a facility remodel at the Siringo Senior Apartments (providing 8 affordable rental units for previously homeless seniors).

**Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	200,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	269,554
5. The amount of income from float-funded activities	0
Total Program Income:	469,554

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	98.00%

On February 15, 2017, the Community Development Commission (CDC) recommended funding for eight (8) CDBG proposals supporting housing and public service projects based on an estimated \$500,000 allocation at the time of the CDC public meeting. The eight funded projects are described in this Plan, totaling \$400,000 (with an additional \$100,000 reserved for administrative expenses). With the actual entitlement amount of \$530,438, the updated administrative cost is \$106,093, leaving \$24,375 to be allocated to eligible projects (in addition to the \$400,000). Additionally, the Office of Affordable Housing estimates that \$200,000 will be generated from program income (PI) which will then recycled by the subrecipient back to the program from which the funds were generated. Because the subrecipients have been hugely successful using CDBG funds, the amount of program income is generally as much or more than entitlement funds. As per HUD requirements, the PI must be used before entitlement funds.

When projects are closed out at the end of the program year, entitlement funds are made available for reprogramming.

Another source of these available funds is when projects are cancelled. The total available for reprogramming is \$278,388 which is broken down by program year as unexpended entitlement: \$85,682.58 (PY2016-17); \$75,554.75 (PY2014-15) and \$51,316.27 (prior to 2014); by project cancelation: \$12,000 (PY2016-17) and \$45,000 (PY2015-16); and one project that is being extended because of construction delays \$27,840 (PY2016-17). Note that much of the unexpended entitlement is from the generation and subsequent use of program income so the amount does not reflect inadequate performance on the part of the projects or subrecipients.

The City will apply reprogrammable funds as follows: 50% (\$134,777) allocated to projects currently set up for the program year and 50% (\$134,777) to cover any gaps in the upcoming construction project of Las Soleras Station, an 87-unit Low Income Housing Tax Credit (LIHTC) that will break ground in late 2017 and be ready for lease up during the 2018-2019 program year. The City proposes to use the program income managed by its subrecipients as follows: Homewise home improvement (\$60,000); Homewise down payment assistance (\$110,000) and Housing Trust downpayment assistance (\$30,000). The actual expenditure of program income will be shaped by program activities over the year and will vary accordingly.