



## Agenda

**Regular Meeting of the Quality  
of Life Committee  
January 21, 2026 at 5:00 PM  
Council Chambers, City Hall  
200 Lincoln Avenue**

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### **Procedures for Quality of Life Committee Meeting**

**Viewing:** *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Governing Body will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
  - a. Inclusionary Zoning Policy (Rick Jacobus, Principle Street Level Advisors; Rick@streetleveladvisors.com)
6. Action Items: Consent Agenda
  - a. Request for Approval of the December 03, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

### **Committee Review:**

Quality of Life Committee: 01/21/2026

- b. Request for Approval of a Grant Agreement with the New Mexico Department of Transportation to Fund the End Driving While Impaired Project, Buckle Up, Click it or Ticket Project, Distracted Driving Project, and Selective Traffic Enforcement Program, Summer Enforcement Period Project in the Total Amount of \$87,349 through September 30, 2026. (John Garcia, Police Sergeant: jmgarcia@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of



\$87,349 from the New Mexico Department of Transportation Fund – State Grants to the Police Overtime Fund.

**Committee Review:**

Quality of Life Committee: 01/21/2026

Finance Committee: 01/27/2026

Governing Body Committee: 01/28/2026

- c. Request for Approval of a Capital Outlay Grant Agreement for Capital Appropriation Project A22-G5353 with the New Mexico Aging and Long-Term Services Department for the Purchase and Installation of Meals Equipment and Other Equipment for the Mary Esther Gonzales Senior Center in the Total Amount of \$235,630 through June 30, 2026. (Manuel Sanchez, Interim Community Services Director; mnsanchez@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 01/21/2026

Finance Committee: 01/26/2026

Governing Body Committee: 01/28/2026

- d. Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project A22-G5354 with New Mexico Aging and Long-Term Services Department for the Purchase and Installation of Meals Equipment and Other Equipment for the Pasatiempo Senior Center in the Total Amount of \$65,805 through June 30, 2026. (Manuel Sanchez, Senior Services Director; mnsanchez@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 01/21/2026

Finance Committee: 01/26/2026

Governing Body Committee: 01/28/2026

- e. Request for Approval of Amendment No. 3 to Item #25-0011 with the Santa Fe Animal Shelter and Humane Society, Inc. to Increase the Compensation by \$136,800 for a New Total Contract Amount of \$567,089 and Extend the Term for an Additional Three Months for Animal Boarding and Care Services. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 01/21/2026

Finance Committee: 01/26/2026

Governing Body: 01/28/2026

- f. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3157 in the Total Amount of \$710,000 for Permanent and Transitional Housing to End Homelessness with a Reversion Date of June 30, 2029. (Lia Salaverry, Youth & Families Services Division Director; lasalaverry@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$702,900 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for Permanent and Transitional Housing.

**Committee Review:**

Quality of Life Committee  
January 21, 2026  
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Quality of Life Committee: 01/21/2026

Finance Committee: 01/26/2026

Governing Body: 01/28/2026

- g. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_. (Mayor Alan Webber and Councilor Jamie Cassutt)

A Resolution Adopting Annual Open Meetings Act Notice Standards For 2026. (Geraldyn Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 12/10/2025

Public Works and Utilities Committee: 01/20/2026

Quality of Life Committee: 01/21/2026

Finance Committee: 01/26/2026

Governing Body: 01/28/2026

- h. CONSIDERATION OF BILL NO. 2025-23. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_.(Councilor Jamie Cassutt and Councilor Pilar Faulkner)

A Bill Amending SFCC 1987, Section 2-4.2, to Require City Managers to Be International City Manager Association ("ICMA") – Credentialed or Credential-Eligible Unless an Appointment and Consent of Such a Candidate Is Not Possible After Five Months; Requiring Candidates for Deputy City Manager to Have the Same Qualifications Pursuant to Section 2-4.6(L); Removing Portions of Section 2-4.3 That Conflict With City Charter; and Removing the Prohibition for an Acting City Manager to Employ and Discharge Personnel. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannario@santafenm.gov, Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov, Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 12/10/2025

Governing Body (Public Comment): 01/15/2026

Public Works and Utilities Committee: 01/20/2026

Quality of Life Committee: 01/21/2026

Finance Committee: 01/26/2026

Governing Body: 02/11/2026

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Wednesday February 4, 2026

Quality of Life Committee

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### 13. Adjourn

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

**QUALITY OF LIFE COMMITTEE  
WEDNESDAY, DECEMBER 3, 2025, 5:00 PM  
CITY COUNCIL CHAMBERS, CITY HALL  
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

**1. CALL TO ORDER**

A meeting of the Quality of Life Committee was called to order on Wednesday, December 3, 2025, at 5:02 pm, by Councilor Cassutt, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

**2. ROLL CALL**

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

Councilor Pilar Faulkner, excused

**OTHERS PRESENT**

Elisa Montoya, Director, Community Development Department  
Henri Hammond Paul, Director, Community Services Department  
Marcella Apodaca, Committee Liaison

**3. APPROVAL OF AGENDA**

Chair Cassutt said she would like to move up the action items to before the presentation.

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

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

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

**4. APPROVAL OF CONSENT AGENDA**

Chair Cassutt said item M has been pulled for discussion.

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

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

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

**6. ACTION ITEMS: CONSENT AGENDA**

**A. REQUEST FOR APPROVAL OF THE NOVEMBER 5, 2025 QUALITY OF LIFE COMMITTEE MEETING MINUTES.**

Approved on consent.

**B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$944,887 TO RE-APPROPRIATE THE UNUSED FUNDS FROM THE OFFICE OF ECONOMIC DEVELOPMENT FY25 BUDGET INTO THE FY26 BUDGET TO SUPPORT THE SFPS WORK BASE LEARNING PROGRAM CONTRACT AND THE UNM EDUCATION AND TRAINING CONSULTING CONTRACT.**

Approved on consent.

**C. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO GENERAL PLAN UPDATE CONTRACT ITEM #24-0352 WITH WSP USA INC. TO INCREASE THE COMPENSATION BY \$150,000 FOR A NEW TOTAL AMOUNT OF \$2,037,871.87 FOR THE DEVELOPMENT OF AN ECONOMIC DEVELOPMENT STRATEGIC PLAN.**

Approved on consent.

**D. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO ITEM #25-0011 WITH THE SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY, INC TO INCREASE THE COMPENSATION BY \$152,289 FOR A NEW TOTAL CONTRACT AMOUNT OF \$430,289 FOR ANIMAL SHELTER SERVICES**

Approved on consent.

- E. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$500,000 FROM PRIOR YEAR GROSS RECEIPTS TAX REVENUE TO SERVICE CONTRACTS FUND FOR THE ANIMAL SERVICES EMERGENCY CONTRACT AMENDMENT AND RFP AWARD.**

Approved on consent.

- F. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO ITEM #23-0483 WITH VLADIMIR JONES (PRACO LTD.) FOR ADVERTISING AGENCY SERVICES TO INCREASE THE COMPENSATION BY \$35,000, INCLUDING NMGR T FOR A NEW TOTAL AMOUNT OF \$16,412,000 FOR FOUR YEAR TERM.**

Approved on consent.

- G. REQUEST OF APPROVAL OF AMENDMENT NO. 4 TO ITEM #22-0062 WITH MITTIERA TO INCREASE THE COMPENSATION BY \$150,757.12 INCLUDING NMGR T FOR A NEW TOTAL AMOUNT OF \$737,584.49 FOR PRINTING SERVICES.**

Approved on consent.

- H. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$440,000 FROM THE LODGER'S TAX FUND BALANCES TO THE ART ADMIN FUND.**

Approved on consent.

- I. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. A RESOLUTION AUTHORIZING THE INSTALLATION OF SEVENTY-FIVE BANNERS FROM MARCH 2, 2026, THROUGH NOVEMBER 2, 2026, ON CITY OF SANTA FE - OWNED LIGHT POLES, COMMEMORATING THE CENTENNIAL ANNIVERSARY OF ROUTE 66.**

Approved on consent.

- J. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. A RESOLUTION APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.**

Approved on consent.

- K. CONSIDERATION OF RESOLUTION No. 2025-\_\_\_\_\_. A RESOLUTION AUTHORIZING DONATING PROPERTIES IDENTIFIED AS 1522 AND 1650 WEST ALAMEDA STREET TO A DEVELOPER CERTIFIED AS A “QUALIFIED GRANTEE” UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT TO DEVELOP LOW-PRICED DWELLING UNITS, PURSUANT TO THE CITY OF SANTA FE’S AFFORDABLE HOUSING ORDINANCE.**

Approved on consent.

- L. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. A RESOLUTION ESTABLISHING THE CITY OF SANTA FE’S PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 57<sup>TH</sup> LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2026.**

Approved on consent.

- M. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025-\_\_\_\_\_. A BILL AMENDING SFCC 1987, SECTION 5-2, TO DEFINE “ABANDONMENT” AND “UNATTENDED ANIMAL”, SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4, TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, “UNATTENDED ANIMAL”, PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM \$200 TO \$500, IMPOSE A \$200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A \$500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A \$200 FINE FOR KEEPING ANIMALS ON MEDIANS.**

**OR**

**AMENDING SFCC 1987, SECTION 5-2, TO DEFINE “ABANDONMENT” AND “UNATTENDED ANIMAL”; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY; THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, “UNATTENDED ANIMAL”, PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM \$200 TO \$500, IMPOSE A \$200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A \$500**

**FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE \$50 FINE FOR KEEPING ANIMALS ON MEDIANS.**

**MOTION** A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve Bill No. 2025-22.

**MOTION** A motion was made by Councilor Castro, seconded by Councilor Castro, to move Amendment C.

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

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

**MOTION** A motion was made by Councilor Castro to move Amendment B.

Councilor Castro withdrew her motion.

**VOTE ON THE MAIN MOTION AS AMENDED**

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

Councilor Castro, no; Councilor Castro, yes; Councilor Michael Garcia, yes; Chair Castro, yes.

**5. PRESENTATIONS**

**A. THE SIGNIFICANCE OF THE LIBRARY AND ENHANCING ITS IMPACT, BY FRIENDS OF THE LIBRARY BOARD**

Given.

**7. ACTION ITEMS: DISCUSSION AGENDA**

None.

**8. EXECUTIVE SESSION**

None.

**9. MATTERS FROM STAFF**

Heard.



**10. MATTERS FROM THE COMMITTEE**

Heard.

**11. MATTERS FROM THE CHAIR**

Heard.

**12. ADJOURN**

There being no further business before the Committee, the meeting adjourned at 5:45 pm.

*Jamie Cassutt*

Jamie Cassutt (Jan 8, 2026 14:01:44 MST)

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Councilor Jamie Cassutt, Chair

*Elizabeth Martin*

Elizabeth Martin (Jan 3, 2026 19:29:46 MST)

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Elizabeth Martin, Stenographer

**Date:** January 7, 2026

**To:** Governing Body  
Finance Committee  
Quality of Life Committee

**Via:** Thomas Grundler, Interim Chief of Police   
THOMAS GRUNDLER (Jan 7, 2026 14:47:53 MST)

**From:** Patrick Trujillo, Captain 

**Subject:** ENDWI Grant Agreement/BAR

**Vendor Name:** New Mexico Department of Transportation

**Vendor Number:** 7177

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**ITEM AND ISSUE:**

Request for approval of a Grant Agreement with the New Mexico Department of Transportation to Fund the End Driving While Impaired (ENDWI) Project, Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project, Distracted Driving (DD) Project, and Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project in the Total Amount of \$87,349 through September 30, 2026. (Patrick Trujillo, Police Captain: [pjtrujillo@santafenm.gov](mailto:pjtrujillo@santafenm.gov))

1. Request for Approval of a Budget Adjustment Resolution in the Total Amount of \$87,349 from the NM Department of Transportation Fund – State Grants to the Police Overtime Fund.

**Action Requested:** Approval of Agreement and BAR

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**BACKGROUND AND SUMMARY:**

The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project # 06-AL-64-090 for \$43,312 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 06-OP-05b-090 for \$9,198 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP) Project # 06-PT-02-090 for \$30,303 is to conduct directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and the City's Operational Plan. Distracted Driving Project # 06-DD-05e-090 for \$4,536 provides funding for high visibility enforcement campaigns to reduce distracted driving

**PROCUREMENT METHOD:** N/A

**Chief Procurement Officer Approval:** N/A **Date:** \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_  
Supporting Information:  
CONTRACT NUMBER: N/A

\$\$\$\$\$ SOURCE/REVENUE: ☐Expense | ☒Revenue  
Reimbursement of overtime.

Budget Officer Approval: Andy Hopkins Date: Jan 8, 2026  
Comment/Exceptions: \_\_\_\_\_

Grant ☒Yes | ☐ No  
Grant #: S2633 (Year1), S2629 (Year2), S2629(Year2), S2630 (Year2)  
Grant Manager/Accounting Officer Approval: Matthew Bonifer Date: Jan 7, 2026  
Comment/Exceptions: \_\_\_\_\_

Project ☒Yes | ☐ No  
Project Ledger #: POL2622303, POL2422306, POL2422307, POL2422308

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000)  
☐Yes | ☒ No  
Asset # (if known): N/A

Repair or Replacement of Existing Equipment:  
☐Yes | ☒ No ~If yes -> ☐Repair | ☐ Replacement  
Please explain: N/A

Capital Project:  
(New and improvement projects that are going to cost \$10,000 or more)  
☐ Yes | ☒ No  
Anticipated length of project: N/A  
Asset Manager Approval: N/A Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

Was this service deemed construction: ☐ Yes | ☒ No  
Department Approvals:  
IT Components: ☐ Yes | ☒ No  
Vehicles: ☐ Yes | ☒ No  
Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No  
Approval: N/A Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: \_\_\_\_\_

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

**ATTACHMENTS:**

Agreement

Project Ledger Forms

Budget Amendment Resolution (BAR)

|                                       |  |
|---------------------------------------|--|
| Log # {Finance use <u>only</u> }:     |  |
| Journal # {Finance use <u>only</u> }: |  |

## City of Santa Fe, New Mexico

### BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME<br>Police/Administration                                             |         |        |            | DATE<br>1/7/2026             |                              |
|-------------------------------------------------------------------------------------------------|---------|--------|------------|------------------------------|------------------------------|
| ITEM DESCRIPTION                                                                                | ORG     | OBJECT | PROJECT    | INCREASE                     | DECREASE                     |
| <b>EXPENDITURES</b>                                                                             |         |        |            | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} |
| Overtime                                                                                        | 2230315 | 501400 | POL2422306 | 43,312                       |                              |
| Overtime                                                                                        | 2230315 | 501400 | POL2422307 | 9,198                        |                              |
| Overtime                                                                                        | 2230315 | 501400 | POL2422308 | 30,303                       |                              |
| Overtime                                                                                        | 2230315 | 501400 | POL2622303 | 4,536                        |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
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|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
| <b>REVENUES</b>                                                                                 |         |        |            | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} |
| NM Dept of Transportation                                                                       | 2230315 | 490150 | POL2422306 | (43,312)                     |                              |
|                                                                                                 | 2230315 | 490150 | POL2422307 | (9,198)                      |                              |
|                                                                                                 | 2230315 | 490150 | POL2422308 | (30,303)                     |                              |
|                                                                                                 | 2230315 | 490150 | POL2622303 | (4,536)                      |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
|                                                                                                 |         |        |            |                              |                              |
| <b>JUSTIFICATION:</b> (use additional page if needed)<br>--Attach supporting documentation/memo |         |        |            | \$                           | -                            |

To record NM Department of Transportation traffic projects; ENDWI \$43,312; BKLUP/CIOT \$9,198; and STEP \$30,303,  
Distracted Driving (DD) \$4,536. For a total of \$87,349.

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

|                                             |                  |                                                                          |                                |                     |
|---------------------------------------------|------------------|--------------------------------------------------------------------------|--------------------------------|---------------------|
| AnnaMarie Bowen<br>Prepared By {print name} | 1/7/2026<br>Date | {Use this form for Finance Committee/<br>City Council agenda items ONLY} | Andy Hopkins<br>Budget Officer | Jan 8, 2026<br>Date |
| Division Director Signature {optional}      |                  | <b>CITY COUNCIL APPROVAL</b>                                             |                                |                     |
|                                             |                  | City Council<br>Approval Date                                            | Finance Director {≤ \$5,000}   |                     |
| Department Director Signature               |                  | Agenda Item #:                                                           | City Manager {≤ \$60,000}      |                     |
| 1-7-26<br>Date                              |                  |                                                                          |                                |                     |



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 10/31/2025

Project Title: Traffic Enforcement Program (DD) Prj# 06-DD-05e-090

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2026 ☐ Create Fixed Asset

Project ID: POL2622303

Grant ID: S2633-(YEAR 1)

Approved By: BSG 11.07.25/ Erika lujan  
(Finance Use Only)

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

Funding Source: NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: \$4,536.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### Expense String Phase:

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

#### Grants Only (list all grants if applicable):

Grantor Name: NMDOT Grant Agreement - State Road Fund Awarded Amount: \$4,536.00

AR Charge Code: 2230315.490150 ☒ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 06-DD-05e-090 (Distracted Driving) Federal CFDA (if applicable): 20.616

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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

☒ Attached Grant Documentation



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 10/31/2025

Project Title: Traffic Enforcement Program (ENDWI) Prj# 06-AL-64-090

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2026 ☐ Create Fixed Asset

Project ID: POL2422306

Grant ID: S2629-(YEAR 2)

Approved By: BSG 11.07.25/ Erika Lujan  
(Finance Use Only)

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

Funding Source: NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: \$43,312.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### Expense String Phase:

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

#### Grants Only (list all grants if applicable):

Grantor Name: NMDOT Grant Agreement - State Road Fund Awarded Amount: \$43,312.00

AR Charge Code: 2230315.490150 ☒ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 06-AL-64-090 (ENDWI) Federal CFDA (if applicable): 20.608

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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

☒ Attached Grant Documentation





# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 10/31/2025

Project Title: Traffic Enforcement Program (BKLUP) Prj# 06-OP-05b-090

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2026 ☐ Create Fixed Asset

Project ID: POL2422307

Grant ID: S2632-(YEAR2)

Approved By: BSG 11.13.25/ Erika Lujan  
(Finance Use Only)

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

Funding Source: NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: \$9,198.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### **Expense String Phase:**

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

#### **Grants Only (list all grants if applicable):**

Grantor Name: NMDOT Grant Agreement - State Road Fund Awarded Amount: \$9,198.00

AR Charge Code: 2230315.490150 ☒ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 06-OP-05b-090 (BKLUP) Federal CFDA (if applicable): 20.691

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*

☒ Attached Grant Documentation





# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 10/31/2025

Project Title: Traffic Enforcement Program (STEP) Prj# 06-PT-02-090

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2026 ☐ Create Fixed Asset

Project ID: POL2422308

Grant ID: S2630-(YEAR 2)

Approved By: BSG 11.07.25/ Erika Lujan  
(Finance Use Only)

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

Funding Source: NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: \$30,303.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### Expense String Phase:

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

#### Grants Only (list all grants if applicable):

Grantor Name: NMDOT Grant Agreement - State Road Fund Awarded Amount: \$30,303.00

AR Charge Code: 2230315.490150 ☒ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 06-PT-02-090 (STEP) Federal CFDA (if applicable): 20.600

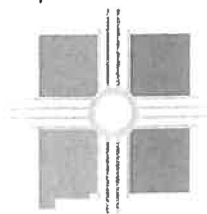
Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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

☒ Attached Grant Documentation



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## MEMORANDUM

Date: September 29, 2025

To: Ricky Serna, Cabinet Secretary

Through: Shannon Glendenning, Director, Traffic Safety Division

Through: Amber Sanchez, Staff Manager

From: John Varags, Program Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Santa Fe.

DocuSigned by:

Shannon Glendenning

DE0D3FF3B08491...

Signed by:

Amber Sanchez

96053378AB0A49E...

**Michelle Lujan**  
**Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

### Commissioners

**John McElroy**  
Commissioner  
District 1

**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner, Vice Chairman  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

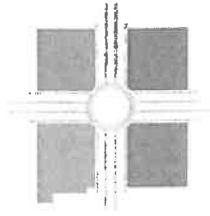
**Charles Lundstrom**  
Commissioner, Secretary  
District 6

1. TSD Program Manager John Vargas Phone # 505-231-6784 will oversee the project(s).
2. The Consolidated Agreement provides funding to Santa Fe Police Department to conduct the following project(s) and activities as shown below.
  - ENDWI – \$43,312.00 (Fed 164)  
The ENDWI program funds overtime enforcement for Driving While Impaired (DWI) checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
  - BKLUP – \$9,198.00 (Feb 405b)  
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
  - STEP – \$30,303.00 (Fed 402)  
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians. Participating agencies include local law enforcement.
  - Distracted Driving – \$4,536.00 (Fed 405e)  
Provides funding for high visibility enforcement campaigns to reduce distracted driving.
3. The agreement will be effective from date of last signature to 9/30/2026.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

General Office

P. O. Box 1149

Santa Fe, NM 87504



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

October 3, 2025

Santa Fe police Department  
Sergeant John Garcia  
2515 Camino Entrada  
Santa Fe, NM 87505

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal fiscal year 2026. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

| Project Number | Funding Source                          | CFDA # | FAIN                 | Award Date | Amount       |
|----------------|-----------------------------------------|--------|----------------------|------------|--------------|
| 06-AL-64-090   | IIJA 164 Transfer Funds                 | 20.608 | 69A37525300001640NMA | 10/1/2025  | \$43,312.00  |
| 06-OP-05b-090  | IIJA 405b OP High/Low                   | 20.691 | 69A3752530000405BNMH | 10/1/2025  | \$9,198.00   |
| 06-PT-02-090   | IIJA NHTSA 402                          | 20.600 | 69A73525300004020NMO | 10/1/2025  | \$ 30,303.00 |
| 06-DD-05e-090  | IIJA 405e Distracted Driving Laws 24-26 | 20.616 | 69A3752530000405ENML | 10/1/2025  | \$4,536.00   |

**2 CFR Subpart F 200.500-521**

(a) Audit required. A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

**Michelle Lujan Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**John McElroy**  
Commissioner  
District 1

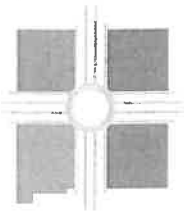
**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner, Vice Chairman  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditure are less than \$1,000,000 during your agency's fiscal year 2025, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY 25."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

#### **Operational Plan**

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

#### **Performance Indicators**

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Large (Population above 100,000)- 1 DWI in 28 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

***At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.***

We look forward to working with you to prevent injuries and fatalities on New Mexico's roads. Thank you for your cooperation.

Sincerely,

DocuSigned by:



Shannon Glendenning, Director  
Traffic Safety Division

Enclosure

CONTRACT NUMBER: \_\_\_\_\_  
 UNIQUE ENTITY IDENTIFIER: QLN2YKMMJ8X6  
 SUPPLIER: 0000054306

## GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of SantaFe (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
  - a. End Driving While Impaired (**ENDWI**), Project No. 06-AL-64-090, \$43,312.00.
  - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 06-OP-04b-090, \$9,198.00.
  - c. Selective Traffic Enforcement Program (**STEP**), Project No. 06-PT-02-090, \$30,303.00
  - d. Distracted Driving (**DD**), Project No 06-DD-05e-090, \$4,536.00.
  - e. Total Funding awarded per this Agreement \$87,349.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** – STEP, **Exhibit D** – Distracted Driving.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System and the Traffic Safety Division Policies and Procedures Manual as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the issuance of a Notice to Proceed (NTP) by the Department authorizing work, after termination of the Agreement, after Grantee receives a stop work notice from the Department, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR Section 200.334 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that

payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
7. **Appropriations.** The Grantee acknowledges that:
  - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
  - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
  - c. the Department will not authorize the expenditure of funds by the Grantee until appropriate funds are encumbered, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
  - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
  - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
  - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
  - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
  - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as

states.”

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, or email; and be addressed as follows:

to the Department at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
P.O. Box 1149  
Santa Fe, NM 87504-1149

to the Grantee at:  
Santa Fe, City of  
Attn: Sergeant John Garcia  
2515 Camino Entrada  
Santa Fe, NM 87505

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates on September 30, 2026, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

The remainder of this page is intentionally left blank.



Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

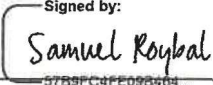
**CITY OF SANTA FE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legal sufficiency.

By:   
Assistant General Counsel  
Department of Transportation

Date: 10/06/25

Approved as to form and legal sufficiency.

By:   
Christopher W. Ryan (Nov 7, 2025 10:25:10 MST)  
Counsel for City Of Santa Fe

Date: Nov 7, 2025

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Approved for Finances

By: \_\_\_\_\_  
Finance Director

Date: \_\_\_\_\_

## **Exhibit A: Scope of Work, Training, Reimbursement and Reporting**

**END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 06-AL-64-090**

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by *City of Las Cruces v. Bentancourt, 1987-NMCA-039*, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

**Winter Superblitz Period -- November 15, 2025 to January 1, 2026.**

**St. Patrick's Day Mini Superblitz Period -- March 8 to March 17, 2026.**

**Spring Superblitz Period- "Put the phone away or pay" --April 6 to April 13, 2026**

**Cinco de Mayo May Mini Superblitz Period -- May 1 to May 7, 2026.**

**National Occupant Protection Mobilization Click It or Ticket period --May 11 to May 31, 2026.**

**Fourth of July Mini Superblitz Period -- July 1 to July 8, 2026.**

**National DWI Mobilization Period -- August 12 to September 7, 2026.**

**Summer enforcement period -- June 17, 2026 through September 19, 2026.**

**Winter Superblitz Period -- November 14, 2026 to January 1, 2027.**

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs, and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10<sup>th</sup> of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. claims submitted by the 10<sup>th</sup> of each month; claims submitted after the 10<sup>th</sup> of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;
  - b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
  - c. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
  - d. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
  - e. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
  - f. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the

appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be IJJA 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

|                      |             |
|----------------------|-------------|
| Personal Services    | \$43,312.00 |
| Contractual Services | \$0.00      |
| Commodities          | \$0.00      |
| Indirect             | \$0.00      |
| Other                | \$0.00      |
| TOTAL                | \$43,312.00 |

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2025 annual target of 140 alcohol-impaired fatalities and a 2026 annual target of 130 alcohol-impaired fatalities.

## **Exhibit B: Scope of Work, Training, Reimbursement and Reporting**

**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 06-OP-05b-090**

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the high-visibility enforcement activities identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

**Winter Superblitz Period -- November 15, 2025 to January 1, 2026.**

**St. Patrick's Day Mini Superblitz Period -- March 8 to March 17, 2026.**

**Spring Superblitz Period- "Put the phone away or pay" --April 6 to April 13, 2026**

**Cinco de Mayo May Mini Superblitz Period -- May 1 to May 7, 2026.**

**National Occupant Protection Mobilization Click It or Ticket period --May 11 to May 31, 2026.**

**Fourth of July Mini Superblitz Period -- July 1 to July 8, 2026.**

**National DWI Mobilization Period -- August 12 to September 7, 2026.**

**Summer enforcement period -- June 17, 2026 through September 19, 2026.**

**Winter Superblitz Period -- November 14, 2026 to January 1, 2027.**
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked ODEPs. Claims for payment must specify officers’ actual hourly rate of overtime pay based on the Grantee’s overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10<sup>th</sup> of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026 on a form approved by the Department. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. claims submitted by the 10th of each month; claims submitted after the 10th of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;
  - b. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
  - c. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training;
  - d. assistance at child safety seat clinics or car seat fitting stations; and
  - e. the employer’s portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency’s written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be IIJA 405b Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.616. However, both funding source and CFDA number are subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

|                      |            |
|----------------------|------------|
| Personal Services    | \$9,198.00 |
| Contractual Services | \$0.00     |
| Commodities          | \$0.00     |
| Indirect             | \$0.00     |
| Other                | \$0.00     |

TOTAL \$9,198.00

7. Goals.

- a. Projected annual and five-year average unrestrained vehicle occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2025 five-year average target of 122.6 unrestrained vehicle occupant fatalities, and a 2026 five-year average target of 122.5.
- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

## Exhibit C: Scope of Work, Training, Reimbursement and Reporting

### SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 06-PT-02-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs August 12, 2026 through September 7, 2026.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:  
  
"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.  
  
"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.  
  
"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10<sup>th</sup> of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026 on a form approved by the Department. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will reimburse the Grantee for the following:



- a. claims submitted by the 10th of each month; claims submitted after the tenth of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;
  - b. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**;
  - c. training for officers as approved by the Department. Pay for travel and traffic safety related training; and
  - d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.** The Department expects the funding source to be IIJA NHTSA 402 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.600. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

|                      |                    |
|----------------------|--------------------|
| Personal Services    | \$30,303.00        |
| Contractual Services | \$0.00             |
| Commodities          | \$0.00             |
| Indirect             | \$0.00             |
| Other                | \$0.00             |
| <b>TOTAL</b>         | <b>\$30,303.00</b> |

7. **Goals.**
  - a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasure of high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 160 speeding-related fatalities, and a 2026 annual target of 150 speeding-related fatalities.
  - b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and

media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2025 annual target of 140 alcohol impaired fatalities, and a 2026 annual target of 130 alcohol-impaired fatalities.

- c. Annual and five-year average unrestrained vehicle occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2025 five-year average target of 122.6 unrestrained vehicle, and a 2026 target of 122.5 fatalities.
- d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
- e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2025 five-year target of 415.4 fatalities, with reductions in 2026.
- f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2025 five-year target of 1,010.0 serious injuries, with reductions through 2026.
- g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2025 five-year average target of 49.5 motorcyclist fatalities, with reductions each year through 2026.
- h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2025 annual target of 55 under -21 drivers in fatal crashes, with reductions each year through 2026.
- i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. The State has set a 2025 annual target of 90 pedestrian fatalities, with reductions each year through 2026.
- j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2025 five-year average target of 5.5 bicyclist fatalities, with reductions each year through 2026.

**Exhibit D**  
**Distracted Driving**

**Exhibit D: Scope of Work, Training, Reimbursement and Reporting**

**Distracted Driving Project Number: 06-DD-05e-090**

1. **Scope of Work.** The Grantee shall conduct distracted driving directed enforcement patrols (DDDEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DDDEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the enforcement plan for distracted driving issues. If the DEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. The Grantee is encouraged to schedule DEPs throughout the grant period with a focus on participating during the **"Spring Superblitz Period- Put the Phone Away or Pay"** for distracted driving.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

**"Spring Superblitz Period- Put the Phone Away or Pay"** means April 6 to April 13, 2026.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that

worked the ,DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10<sup>th</sup> of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. claims submitted by the 10th of each month; claims submitted after the 10th of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;;
- b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- c. overtime costs for officers or authorized personnel to support activities directly related to the DEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
- d. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
- e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be IJJA Distracted Driving Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.616. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

|                      |            |
|----------------------|------------|
| Personal Services    | \$4,536.00 |
| Contractual Services | \$0.00     |

|             |            |
|-------------|------------|
| Commodities | \$0.00     |
| Indirect    | \$0.00     |
| Other       | \$0.00     |
| TOTAL       | \$4,536.00 |

7. **Goals.** Projected annual data indicate the increasing numners and rates of these fatalities through 2026. The State’s Police Traffic Services projects of state-wide high-visibiliy distracted driving and speed enforcement will reach approximately 96% of the State’s population, coupled with education and media activities with the anticipated outcome of reducing these fatalities. The State has set a 2026 annual target of 170 fatalities in distracted driving crashes.

## **Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants**

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: New Mexico Fiscal Year: 2026

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

### **GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by

reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

## **NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and *49 CFR part 27*;

- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

### **GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.



## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) <sup>[1]</sup> in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

#### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

## INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



## **BUY AMERICA**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## **CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in



organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE** (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ( [www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

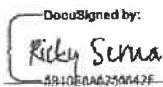
### **SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
  - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

[Click here to validate form fields and permit signature](#)

DocuSigned by:  
  
3B10E8A6259F42F

07/31/25

Signature Governor's Representative for Highway Safety

Date

Ricky Serna, Cabinet Secretary New Mexico Dept. of Transpor

Printed name of Governor's Representative for Highway Safety

# SKM\_C551i25103117580

Final Audit Report

2025-11-07

|                 |                                              |
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| By:             | MATTHEW HARDING (mrharding@santafenm.gov)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAxpM-IIiIL4CeWSC2oydPbnxxQ2nhEAzM |

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2025-11-07 - 4:55:04 PM GMT
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-  Signer cwryan@santafenm.gov entered name at signing as Christoher W. Ryan  
2025-11-07 - 5:25:08 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Christoher W. Ryan (cwryan@santafenm.gov)  
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# ENDWI FY26

Final Audit Report

2026-01-08

|                 |                                              |
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| Created:        | 2026-01-07                                   |
| By:             | TARA RICO (trrico@santafenm.gov)             |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAAN4MwQdDfyl5QC5KnETJGltzRv9ZP-7V |

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Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)

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2026-01-07 - 10:01:23 PM GMT



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Signature Date: 2026-01-08 - 5:45:38 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2026-01-08 - 5:45:38 PM GMT



**Date:** January 12, 2026

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

**To:** Grants

**From:** Manuel Sanchez, Senior Services Division Director/Interim Community Services Department Director *Manuel Sanchez*  
Manuel Sanchez (Jan 12, 2026 15:19:29 MST)

**Subject:** New Mexico Capital Outlay Grant Agreement A22-G5353 (MEG)

**Vendor Name:** NM Aging and Long-Term Services Department (ALTSD)

**Munis Vendor Number:** 6170

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## ITEM AND ISSUE:

Community Health & Safety Department/Senior Services Division respectfully requests your review and approval of a NM Capital Outlay Grant Agreement Capital Appropriation Project A22-G5353 in the total amount of \$235,630.00 not to exceed for the purchase and installation of meals equipment and other equipment for the Mary Esther Gonzales senior center for a term of June 30, 2026 with New Mexico Aging and Long-Term Services Department.

## BACKGROUND AND SUMMARY:

The Senior Services Division is requesting the approval of the State of New Mexico ALTSD FY26 New Mexico Capital Outlay Agreement Capital Appropriation Project A22-5353 to purchase and install meals equipment and other equipment for the Mary Esther Gonzales senior center. The attached Agreement reflects the Fiscal Year 2026 awarded appropriations of \$235,630.00. Furthermore, this grant is funded at 100% State dollars which will subsidize the City's general fund account for its intended purpose.

## PRIOR APPROVALS AND SUPPORTING INFORMATION:

### FUNDING SOURCE:

**Fund Name/Number:** CIP Community Development / 345

**Munis Org Name/Number:** NM Agency on Aging / 490240  
Seniors/Comm Dev CIP / 3459981

**Munis Object Name/Number:** Equipment & Machinery Non-Exempt / 570500

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

### PROCUREMENT METHOD:

**The procurement method used was** Choose an item.

Chief Procurement Officer (CPO)/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

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

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase? ☒ Yes | ☐ No

If yes, what is the issuing agency: NM Agency on Aging \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: SSD2634501 \_\_\_\_\_

Approval: Erika Lujan \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

Grant Agreement A22-G5353 (MEG)

Project Ledger Request Form

BAR



## NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

### WITNESSETH

**WHEREAS**, in the Laws of 2022, Chapter 55, Section 10, Subsection A, Paragraph 54, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

### AGREEMENT

#### I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A22-G5353 ("**Project**") June 30, 2026 ("**Reversion Date**"). Laws of 2022, Chapter 55, Section 10, Subsection A, Paragraph 54, two hundred thirty-five thousand six hundred thirty dollars \$235,630, to purchase and install meals equipment and other equipment for the Mary Esther Gonzales senior center in Santa Fe in Santa Fe county.

B. Grantee's total reimbursements shall not exceed two hundred thirty-five thousand six hundred thirty dollars \$235,630 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0 which equals two hundred thirty-five thousand six hundred thirty dollars, \$235,630 ("**Adjusted Appropriation Amount**").

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

The information contained in Article I is referred to collectively as the "**Project Description**."

#### II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
- b. The total amount received by Grantee shall not exceed the lesser of:
  - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
  - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
- c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
- d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
- e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
  - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
- b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
- c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN

9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

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

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee: City of Santa Fe
  - i. Name: Manuel Sanchez
  - ii. Title: Senior Services Director
  - iii. Address: PO Box 909, Santa Fe, NM 87504-0909
  - iv. Email: mnsanchez@santafenm.gov
  - v. Telephone: 505.955.4710

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee: City of Santa Fe
  - i. Name: Brittany Gurule
  - ii. Title: Accounting Financial Analyst
  - iii. Address: PO Box 909, Santa Fe, NM 87504-0909
  - iv. Email: bsgurule@santafenm.gov
  - v. Telephone: 505.955.6130

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
  - i. Name: Tasha Martinez | Julia Richard
  - ii. Title: Bureau Chief | Project Coordinator
  - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
  - iv. Email: tasha.martinez@altsd.nm.gov | julia.richard@altsd.nm.gov
  - v. Telephone: 505.316.8900 | 505.629.7751

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after

mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
- i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
  - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.

- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
  - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year

and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or

otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
- i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
- ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:



- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

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

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

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

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

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

## **XV. SCOPE OF AGREEMENT**

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

## **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

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

- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

## **XVII. REQUIRED TERMINATION CLAUSE**

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

- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with City of Santa Fe, City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

## **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
  - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
  - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

## **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
  - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
  - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
  - iii. The SBOF may in the future impose further or different conditions upon the Project;
  - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
  - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
  - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer

without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a

nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):**

SPONSOR:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Office of Secretary:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Financial Officer:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Procurement Officer:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)**

General Counsel's Office:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED BY GRANTEE:**

GRANTEE: By: \_\_\_\_\_  
Name Title: \_\_\_\_\_ Date: \_\_\_\_\_

GRANTEE: By: \_\_\_\_\_  
Name Title: \_\_\_\_\_ Date: \_\_\_\_\_

GRANTEE: By: Sarah Piltch  
Sarah Piltch (Jan 9, 2026 16:40:27 MST)  
Name Sarah Piltch Title: Assistant City Attorney Date: Jan 9, 2026

GRANTEE: By: \_\_\_\_\_  
Legal Counsel Title: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT A**  
**Notice of Department's Obligation Form**

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# \_\_\_\_\_]

DATE: \_\_\_\_\_

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: \_\_\_\_\_ Grantee Official Representative: \_\_\_\_\_

Grantee Address: \_\_\_\_\_

Name of Senior Center: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \$ \_\_\_\_\_

The Amount of this Notice of Obligation: \$ \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \$ \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).**

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

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: [capital.outlay@altsd.nm.gov](mailto:capital.outlay@altsd.nm.gov)**

**EXHIBIT B**  
**Request for Payment Form and Certification**

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_

B. Senior Center (Name): \_\_\_\_\_

C. Street Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: \_\_\_\_\_

E. Grant No: \_\_\_\_\_

F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_

B. Grant Amount: \_\_\_\_\_

C. AIPP Amount (If Applicable): \_\_\_\_\_

D. Funds Requested to Date: \_\_\_\_\_

| E. | Date of Invoice | Vendor Name | Amount of Invoice | Amount Applicable to this Grant |
|----|-----------------|-------------|-------------------|---------------------------------|
|    |                 |             |                   |                                 |
|    |                 |             |                   |                                 |
|    |                 |             |                   |                                 |
|    |                 |             |                   |                                 |
|    |                 |             |                   |                                 |
|    |                 |             |                   |                                 |
|    |                 |             |                   |                                 |

Amount Requested this Payment: \_\_\_\_\_

F. Reversion Amount (If Applicable): \_\_\_\_\_

G. Grant Balance: \_\_\_\_\_

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
Grantee Fiscal Officer  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(State Agency Use Only)

Vendor: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
ALTSD Capital Outlay Bureau Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
ALTSD Capital Outlay Fiscal Coordinator

\_\_\_\_\_  
Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

### GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

**RFPs MUST be submitted as soon as grantee payment has cleared.**

- \_\_\_ RFP # \_\_\_\_\_ (Verify that you are submitting the correct RFP #)
- \_\_\_ A-Code \_\_\_\_\_ (Verify that you are requesting payment for the correct grant #)
- \_\_\_ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- \_\_\_ Did you include the grant expiration date, and is it a valid date?
- \_\_\_ Has CPMS been updated within the current quarter of RFP submittal?

|             |                         |
|-------------|-------------------------|
| 1st Quarter | July 1 – September 30   |
| 2nd Quarter | October 1 – December 31 |
| 3rd Quarter | January 1 – March 31    |
| 4th Quarter | April 1 – June 30       |

\_\_\_ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

| Date of Invoice                | Vendor Name      | Amount of Invoice | Amount Applicable to this Grant |
|--------------------------------|------------------|-------------------|---------------------------------|
| 6/10/2025                      | ABC construction | \$100.00          | \$50.00                         |
| E                              | X                | A                 | M                               |
| P                              | L                | E                 |                                 |
|                                |                  |                   |                                 |
|                                |                  |                   |                                 |
| Amount Requested this Payment: |                  |                   | \$50.00                         |

Are the following required documents included?

*RFPs for equipment, construction, and vehicles*

- \_\_\_ Invoice (All PRs)
- \_\_\_ Proof of payment (canceled check/ACH payment) (All PRs)
- \_\_\_ Grantee PO (All PRs)
- \_\_\_ Approved NOO

*Additional supporting documents for Vehicles (all the above and the following):*

- \_\_\_ Certificate of Origin (all the above and PRs for Vehicles)
- \_\_\_ Odometer Disclosure
- \_\_\_ Buyers' Agreement

Please ensure VINs on all supporting documents match.

**NOTE:** Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

**This is for your use only DO NOT submit with RFP**

**EXHIBIT C**  
**Quarterly Reports Form and Certification**



## OPTIONAL EXHIBIT D SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY 2022 audit. The Special Conditions identified below apply to the authorized agent, North Central New Mexico Economic Development District (NCNMEDD).

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The Grantee was required to, and has provided sufficient documentation regarding “funds may not be released until ALTSD, and its legal counsel has reviewed audits and the approved agreement identifying a fiscal agent”, as referenced in the Grantee's 2022 and 2023 Audit files. Therefore, the criteria to enter into this agreement have been met.

**EXHIBIT E**  
**Data Sharing Provisions**



# A22-G5353 Mary Esther Gonzales Senior Center - City of Santa Fe - Draft COGA (1)

Final Audit Report

2026-01-09

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2026-01-09                                   |
| By:             | MATTHEW HARDING (mrharding@santafenm.gov)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAL5FOvkZBIsFZxijl8yjlOwQ_T0A4ynEN |

## "A22-G5353 Mary Esther Gonzales Senior Center - City of Santa Fe - Draft COGA (1)" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2026-01-09 - 10:54:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to scpiltch@santafenm.gov for signature  
2026-01-09 - 10:55:37 PM GMT
-  Email viewed by scpiltch@santafenm.gov  
2026-01-09 - 11:39:24 PM GMT- IP address: 174.28.46.116
-  Signer scpiltch@santafenm.gov entered name at signing as Sarah Piltch  
2026-01-09 - 11:40:25 PM GMT- IP address: 174.28.46.116
-  Document e-signed by Sarah Piltch (scpiltch@santafenm.gov)  
Signature Date: 2026-01-09 - 11:40:27 PM GMT - Time Source: server- IP address: 174.28.46.116
-  Agreement completed.  
2026-01-09 - 11:40:27 PM GMT



**City of Santa Fe New Mexico**  
**Finance Department**  
**Project Ledger Request Form**



Date of Request: 12/19/2025

Project Title: NM ALTSD Capital Appropriation A22-G5353

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: Community Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: Effective Date to 06/30/2026 ☒ Create Fixed Asset

Project ID: SSD2634501

Grant ID: S2640

Approved By: BG 12.30.25 Erika Lujan 1/2/26  
(Finance Use Only)

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

Funding Source: New Mexico Agency on Aging % of Funding: 100%

MUNIS ORG: 3459981 MUNIS OBJ: 490240 Awarded Amount: \$235,630.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

**Expense String Phase:**

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

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

Phase: 1 MUNIS ORG: 3459981 MUNIS OBJ: 570500

**Grants Only (list all grants if applicable):**

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: \$235,630.00

AR Charge Code: 3459981.490240 ☐ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: A22-G5353 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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

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

|                                                                                                                        |                                                                     |                                  |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------|
| State of New Mexico Aging and Long Term Servies Capital Outlay Grant Agreement Capital Appropriation Project A22-G5353 | {Complete section below if BAR results in a net change to ANY Fund} |                                  |
|                                                                                                                        | Fund(s) Affected                                                    | Fund Balance Increase/(Decrease) |
|                                                                                                                        |                                                                     |                                  |
|                                                                                                                        |                                                                     |                                  |
|                                                                                                                        |                                                                     |                                  |
|                                                                                                                        | <b>TOTAL:</b>                                                       | <b>0</b>                         |

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Signature: ERIKA LUJAN  
ERIKA LUJAN (Jan 15, 2026 09:27:00 MST)

Email: [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)

Signature: *Andy Hopkins*

Email: [ajhopkins@santafenm.gov](mailto:ajhopkins@santafenm.gov)

Signature:   
ANDREA PHILLIPS (Jan 15, 2026 13:25:56 MST)

Email: [akphillips@santafenm.gov](mailto:akphillips@santafenm.gov)



**Date:** January 12, 2026

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

**To:** Grants

**From:** Manuel Sanchez, Senior Services Division Director/Interim Community Services Department Director

*Manuel Sanchez*  
Manuel Sanchez (Jan 12, 2026 15:22:10 MST)

**Subject:** New Mexico Capital Outlay Grant Agreement A22-G5354 (Pasa Tiempo)

**Vendor Name:** NM Aging and Long-Term Services Department (ALTSD)

**Munis Vendor Number:** 6170

---

## ITEM AND ISSUE:

Community Health & Safety Department/Senior Services Division respectfully requests your review and approval of a NM Capital Outlay Grant Agreement Capital Appropriation Project A22-5354 in the total amount of \$65,805.00 not to exceed for the purchase and installation of meals equipment and other equipment for the Mary Esther Gonzales senior center for a term of June 30, 2026 with New Mexico Aging and Long-Term Services Department.

## BACKGROUND AND SUMMARY:

The Senior Services Division is requesting the approval of the State of New Mexico ALTSD FY26 New Mexico Capital Outlay Agreement Capital Appropriation Project A22-G5354 to purchase and install meals equipment and other equipment for the Pasa Tiempo senior center. The attached Agreement reflects the Fiscal Year 2026 awarded appropriations of \$65,805.00. Furthermore, this grant is funded at 100% State dollars which will subsidize the City's general fund account for its intended purpose.

## PRIOR APPROVALS AND SUPPORTING INFORMATION:

### FUNDING SOURCE:

**Fund Name/Number:** CIP Community Development / 345

**Munis Org Name/Number:** NM Agency on Aging / 490240  
Seniors/Comm Dev CIP / 3459981

**Munis Object Name/Number:** Equipment & Machinery Non-Exempt / 570500

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

## PROCUREMENT METHOD:

**The procurement method used was** Choose an item.

**Chief Procurement Officer (CPO)/Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

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

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Treasury/Point of Sale Components included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

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

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?** ☒ Yes | ☐ No

**If yes, what is the issuing agency:** NM Agency on Aging

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?** ☒ Yes | ☐ No

**Project Ledger Number:** SSD2634502

**Approval:** Erika Lujan **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Grant Agreement A22-G5354 (Pasa Tiempo)

Project Ledger Request Form

BAR

## **NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

### **WITNESSETH**

**WHEREAS**, in the Laws of 2022, Chapter 55, Section 10, Subsection A, Paragraph 55, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

### **AGREEMENT**

#### **I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

A. A22-G5354 ("**Project**") June 30, 2026 ("**Reversion Date**"). Laws of 2022, Chapter 55, Section 10, Subsection A, Paragraph 55, sixty-five thousand eight hundred five dollars \$65,805, to purchase and install meals equipment and other equipment for the Pasatiempo senior center in Santa Fe in Santa Fe county.

B. Grantee's total reimbursements shall not exceed sixty-five thousand eight hundred five dollars \$65,805 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0 which equals sixty-five thousand eight hundred five dollars, \$65,805 ("**Adjusted Appropriation Amount**").

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

The information contained in Article I is referred to collectively as the "**Project Description**."

#### **II. DISBURSEMENT LIMITATION**

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:



- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
- b. The total amount received by Grantee shall not exceed the lesser of:
  - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
  - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
- c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
- d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
- e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
  - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
- b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
- c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN



9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### **III. NOTICES**

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

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee: City of Santa Fe
  - i. Name: Manuel Sanchez
  - ii. Title: Senior Services Director
  - iii. Address: 1121 Alto St, Santa Fe, NM 87501
  - iv. Email: mnsanchez@santafenm.gov
  - v. Telephone: 505.955.4710

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee: City of Santa Fe
  - i. Name: Brittany Gurule
  - ii. Title: Accounting Financial Analyst
  - iii. Address: PO Box 909, Santa Fe, NM 87504-0909
  - iv. Email: bsgurule@santafenm.gov
  - v. Telephone: 505.955.6130

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
  - i. Name: Tasha Martinez | Julia Richard
  - ii. Title: Bureau Chief | Project Coordinator
  - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
  - iv. Email: tasha.martinez@altsd.nm.gov | julia.richard@altsd.nm.gov
  - v. Telephone: 505.316.8900 | 505.629.7751

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after

mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
  - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
  - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.

- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
  - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year

and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or

otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

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

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

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

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

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

## **XV. SCOPE OF AGREEMENT**

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

## **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

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

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. City of Santa Fe’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration.”

## **XVII. REQUIRED TERMINATION CLAUSE**

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

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with City of Santa Fe, City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Santa Fe’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

## **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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



- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
  - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
  - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

## **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
  - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
  - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
  - iii. The SBOF may in the future impose further or different conditions upon the Project;
  - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
  - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
  - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer

without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. **Third-Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a

nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):**

SPONSOR:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Office of Secretary:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Financial Officer:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Procurement Officer:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)**

General Counsel's Office:  
or Designee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED BY GRANTEE:**

GRANTEE: By: \_\_\_\_\_  
Name Title: \_\_\_\_\_ Date: \_\_\_\_\_

GRANTEE: By: \_\_\_\_\_  
Name Title: \_\_\_\_\_ Date: \_\_\_\_\_

GRANTEE: By: *Sarah Piltch*  
Sarah Piltch (Jan 9, 2026 16:41:22 MST)  
Name Sarah Piltch Title: Assistant City Attorney Date: Jan 9, 2026

GRANTEE: By: \_\_\_\_\_  
Legal Counsel Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**Notice of Department's Obligation Form**

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# \_\_\_\_\_]

DATE: \_\_\_\_\_

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: \_\_\_\_\_ Grantee Official Representative: \_\_\_\_\_

Grantee Address: \_\_\_\_\_

Name of Senior Center: \_\_\_\_\_

**SUBJECT:** Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \$ \_\_\_\_\_

The Amount of this Notice of Obligation: \$ \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \$ \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

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



**EXHIBIT B**  
**Request for Payment Form and Certification**

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit I**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_

B. Senior Center (Name): \_\_\_\_\_

C. Street Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)

\_\_\_\_\_

City State Zip

D. Phone No: \_\_\_\_\_

E. Grant No: \_\_\_\_\_

F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_

B. Grant Amount: \_\_\_\_\_

C. AIPP Amount (If Applicable): \_\_\_\_\_

D. Funds Requested to Date: \_\_\_\_\_

E.

| Date of Invoice | Vendor Name | Amount of Invoice | Amount Applicable to this Grant |
|-----------------|-------------|-------------------|---------------------------------|
|                 |             |                   |                                 |
|                 |             |                   |                                 |
|                 |             |                   |                                 |
|                 |             |                   |                                 |
|                 |             |                   |                                 |
|                 |             |                   |                                 |
|                 |             |                   |                                 |

Amount Requested this Payment: \_\_\_\_\_

F. Reversion Amount (If Applicable): \_\_\_\_\_

G. Grant Balance: \_\_\_\_\_

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
- V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date:

**(State Agency Use Only)**

Vendor: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
ALTSD Capital Outlay Bureau Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
ALTSD Capital Outlay Fiscal Coordinator

\_\_\_\_\_  
Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

## GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs **MUST** be submitted as soon as grantee payment has cleared.

- \_\_\_ RFP # \_\_\_\_\_ (Verify that you are submitting the correct RFP #)
- \_\_\_ A-Code \_\_\_\_\_ (Verify that you are requesting payment for the correct grant #)
- \_\_\_ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- \_\_\_ Did you include the grant expiration date, and is it a valid date?
- \_\_\_ Has CPMS been updated within the current quarter of RFP submittal?

|                         |                         |
|-------------------------|-------------------------|
| 1st Quarter             | July 1 – September 30   |
| 2 <sup>nd</sup> Quarter | October 1 – December 31 |
| 3rd Quarter             | January 1 – March 31    |
| 4 <sup>th</sup> Quarter | April 1 – June 30       |

\_\_\_ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

| Date of Invoice                | Vendor Name      | Amount of Invoice | Amount Applicable to this Grant |
|--------------------------------|------------------|-------------------|---------------------------------|
| 6/10/2025                      | ABC construction | \$100.00          | \$50.00                         |
| E                              | X                | A                 | M                               |
| P                              | L                | E                 |                                 |
|                                |                  |                   |                                 |
|                                |                  |                   |                                 |
| Amount Requested this Payment: |                  |                   | \$50.00                         |

Are the following required documents included?

*RFPs for equipment, construction, and vehicles*

- \_\_\_ Invoice (All PRs)
- \_\_\_ Proof of payment (canceled check/ACH payment) (All PRs)
- \_\_\_ Grantee PO (All PRs)
- \_\_\_ Approved NOO

*Additional supporting documents for Vehicles (all the above and the following):*

- \_\_\_ Certificate of Origin (all the above and PRs for Vehicles)
- \_\_\_ Odometer Disclosure
- \_\_\_ Buyers' Agreement

Please ensure VINs on all supporting documents match.

**NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.**

**This is for your use only DO NOT submit with RFP**

**EXHIBIT C**  
**Quarterly Reports Form and Certification**

## OPTIONAL EXHIBIT D SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, North Central New Mexico Economic Development District (NCNMEDD).

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The Grantee was required to, and has provided sufficient documentation regarding “funds may not be released until ALTSD, and its legal counsel has reviewed audits and the approved agreement identifying a fiscal agent”, as referenced in the Grantee's 2022 and 2023 Audit file. Therefore, the criteria to enter into this agreement have been met.

**EXHIBIT E**  
**Data Sharing Provisions**



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 12/19/2025

Project Title: NM ALTSD Capital Appropriation A22-G5354

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: Community Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: Effective Date to 06/30/2026 ☒ Create Fixed Asset

Project ID: COM20254502 SSD2634502 CMT  
Grant ID: S2643  
Approved By: BSG 12.30.25 Erika Lujan 1/2/26  
(Finance Use Only)

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

Funding Source: New Mexico Agency on Aging % of Funding: 100%

MUNIS ORG: 3459981 MUNIS OBJ: 490240 Awarded Amount: \$65,805.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### Expense String Phase:

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

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

Phase: 1 MUNIS ORG: 3459981 MUNIS OBJ: 570500

#### Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: \$65,805.00

AR Charge Code: 3459981.490240 ☐ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: A22-G5354 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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

☒ Attached Grant Documentation





**Signature:** *Andy Hopkins*

**Email:** ajhopkins@santafenm.gov

**Signature:**   
ANDREA PHILLIPS (Jan 15, 2026 13:19:40 MST)

**Email:** akphillips@santafenm.gov



## The Purchasing Memo

**Date:** January 14, 2026

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

**Via:** Thomas Grundler, Interim Chief of Police THOMAS GRUNDLER  
THOMAS GRUNDLER (Jan 14, 2026 16:41:09 MST)

**From:** Ben Valdez, Deputy Chief of Police B. Valdez, DC  
B. Valdez, DC (Jan 14, 2026 13:58:26 MST)

**Subject:** Extension of Animal Shelter Contract/ Professional Services Agreement Amendment #3

**Vendor Name:** Santa Fe Animal Shelter and Humane Society

**Munis Vendor Number:** 1521

---

### ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #3 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #3 increases the amount of compensation by \$136,800 not to exceed, for a total contract amount of \$567,089 and extends the term by an additional three months.

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

### BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remains under evaluation. Amendment #1, executed on August 8, 2025, increased the contract compensation by \$150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026. At this time, negotiations between the City of Santa Fe and the Animal Shelter are still ongoing, and a final agreement has not yet been reached. Amendment #2, executed on December 16, 2025, increased the compensation by \$152,289. This additional time will allow us to complete the rfp process, finalize a contract and present to Governing Body for approval.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Law Enforcement/223

**Munis Org Name/Number:** Police Administration/2230310

**Munis Object Name/Number:** Service Contracts/510310

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

#### PROCUREMENT METHOD:

**The procurement method used was** NMSA 1978, Section 13-1-127, Emergency

Emergency #50-M0087-24-EM158

**Chief Procurement Officer (CPO)/Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

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

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Treasury/Point of Sale Components included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

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

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?** ☐ Yes | ☒ No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?** ☐ Yes | ☒ No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement document: Emergency Determination

Original contract packet (with previous contract amendment #1 and #2)

Contract Amendment #3

Item #: \_\_\_\_\_  
Munis Contract #: 3250332  
Original Contract Item #: 25-0011  
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158\_

**CITY OF SANTA FE, POLICE DEPARTMENT]**  
**AMENDMENT No. 3 TO**  
**Contract # 3250332**

**Santa Fe Animal Shelter Services Contract**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 14, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the City professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$136,800 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 satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed five hundred sixty-seven thousand eighty-nine dollars (\$567,089), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed (\$567,089).**

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 3 months from the date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

3. CONTRACT IN FULL FORCE.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

*Jackie Roach*

\_\_\_\_\_  
JACKIE ROACH

DATE: \_\_\_\_\_

\_\_\_\_\_  
CEO

\_\_\_\_\_  
TITLE

DATE: Jan 15, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:

*Christopher W. Ryan*

Christopher W. Ryan (Jan 15, 2026 15:16:34 MST)

\_\_\_\_\_  
CHRIS RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
FINANCE DIRECTOR



## The Purchasing Memo

**Date:** October 21, 2025

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

**Via:** Paul Joye, Chief of Police   
Paul Joye (Oct 21, 2025 14:04:25 MDT)

**From:** Ben Valdez, Deputy Chief of Police   
B. Valdez, DC (Oct 21, 2025 13:51:39 MDT)

**Subject:** Extension of Animal Shelter Contract/ Professional Services Agreement

**Vendor Name:** Santa Fe Animal Shelter and Humane Society

**Munis Vendor Number:** 1521

---

### ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #2 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #2 increases the amount of compensation by \$152,289 not to exceed, for a total contract amount of \$430,289.

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

### BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remains under evaluation. Amendment #1, executed on August 8, 2025, increased the contract compensation by \$150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026. At this time, negotiations between the City of Santa Fe and the Animal Shelter are still ongoing, and a final agreement has not yet been reached.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Law Enforcement/223

**Munis Org Name/Number:** Police Administration/2230310

**Munis Object Name/Number:** Service Contracts/510310

**Budget Officer / Designee:**  **Date:** 11/07/2025

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

#### PROCUREMENT METHOD:

**The procurement method used was** NMSA 1978, Section 13-1-127, Emergency

Emergency #50-M0087-24-EM158

Chief Procurement Officer (CPO)/Designee:  Date: 11/09/2025

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

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

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

Procurement document: Emergency Determination

Original contract packet (with previous contract amendment #1)

Contract Amendment #2



Item #: 25-0564  
Munis Contract #: 3250332  
Original Contract Item #: 25-0011  
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158\_

**CITY OF SANTA FE, POLICE DEPARTMENT]**  
**AMENDMENT No. 2 TO**  
**Contract # 3250332**

**Santa Fe Animal Shelter Services Contract**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 21, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the City professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$152,289 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 satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed four hundred thirty thousand two hundred eighty-nine dollars (\$430,289), including gross receipts tax paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed (\$430,289).**

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

  
Alan Webber (Dec 16, 2025 17:07:32 MST)  
ALAN WEBBER, MAYOR

DATE: Dec 16, 2025

CONTRACTOR:

  
JACKIE ROACH, CEO

DATE: Nov 6, 2025  
NMBTIN: \_\_\_\_\_

ATTEST:

  
ANDREA SALAZAR (Dec 16, 2025 17:09:17 MST)  
CITY CLERK   
GB MTG 12/10/20252

CITY ATTORNEY'S OFFICE:

  
Christopher Ryan (Nov 6, 2025 15:14:40 MST)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
FINANCE DIRECTOR



## The Purchasing Memo

**Date:** July 8, 2025

**To:** Governing Body and Finance Committee

**Via:** Paul Joye, Chief of Police *PJ*

**From:** Ben Valdez, Deputy Chief of Police *BV dc 7/8/25*

**Subject:** Extension of Animal Shelter Contract/ Professional Services Agreement

**Vendor Name:** Santa Fe Animal Shelter and Humane Society

**Munis Vendor Number:** 1521

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### ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #1 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #1 increases the amount of compensation and extends the term by \$150,000 not to exceed for a total compensation of \$278,000 for a term of an additional six months.

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

### BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is currently still under review. At this time, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized. As the current contract is set to expire on July 14, 2025, we are requesting an extension to ensure the continuity of services without interruption.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Law Enforcement/223

**Munis Org Name/Number:** Police Administration/2230310

**Munis Object Name/Number:** Service Contracts/510310

**Budget Officer / Designee:** *Andy Hopkins* **Date:** 07/09/2025

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

### PROCUREMENT METHOD:

**The procurement method used was** NMSA 1978, Section 13-1-127, Emergency

Emergency #50-M0087-24-EM158

Chief Procurement Officer (CPO)/Designee:  Date: 07/14/2025

CPO Comment/Exceptions: Please include the new emergency posting - 6 Months

**ASSOCIATED APPROVALS:**

IT Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

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

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

Procurement document: Emergency Determination

Original contract packet (with previous contract amendments)

Contract Amendment

**City of Santa Fe  
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

**I. City Contact Info:**

Department: **Police, City of Santa Fe**  
Department Director: **Paul Joye, Police Chief**  
Department Contact: **Tara King**  
Department Telephone Number: **(505) 955-5004**  
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**  
Telephone Number: **(505) 629-8351**

**II. Contractors' Information:**

**1. Loving Care Cremation**

- **Services:** Pet cremation services, including individual and communal cremation options.
- **Contact Information:**
  - **Phone:** (505) 466-6034
  - **Address:** 8A Old Las Vegas Hwy, Santa Fe, NM 87505

**2. Mosaic Animal Emergency & Specialty**

- **Services:** Emergency veterinary care, specialty services, and advanced diagnostics.
- **Contact Information:**
  - **Phone:** (505) 216-0606
  - **Address:** 20 Bisbee Ct, Santa Fe, NM 87508

**3. Roadrunner Veterinary Emergency & Specialty Hospital**

- **Services:** Emergency and specialty veterinary care; surgery and diagnostic services.
  - **Phone:** (505) 345-2322
  - **Address:** 5 Camino Karsten, Algodones, NM 87001

4. **Santa Fe Animal Shelter & Humane Society**

- **Services:** Animal sheltering, adoption, veterinary services, and public outreach.
- **Contact Information:**
  - **Address:** 100 Caja del Rio Road, Santa Fe, NM 87507
  - **Phone:** (505) 983-4309

5. **Top Dog Pet Resort**

- **Services:** Pet daycare, grooming, boarding, and specialty services.
- **Contact Information:**
  - **Address:** 100 Sun Ave, Santa Fe, NM 87505
  - **Phone:** (505) 982-6080

III. **Term of prospective contract: Up to 3 months**

IV. **Amount of prospective contract: Two hundred thousand dollars (\$200,000.00)**

V. **Location of Services: Throughout the City of Santa Fe**

VI. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

### **Scope of Work for Animal Services Contract**

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city's jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

#### **1. Shelter Operations and Animal Care**

- **Facility Management:** Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control:** Accept animals brought by the City's Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control:** Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management:** Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance:** Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold's expiration unless other arrangements are specified by law.

#### **2. Veterinary Care**

- **Routine and Emergency Medical Services:** Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.

- **Veterinary Oversight:** Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

### 3. Licensing and Public Health Compliance

- **Licensing:** Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting:** Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

### 4. Storage and Disposal of Remains

- **Storage of Deceased Animals:** Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services:** Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

### 5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting:** Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives:** Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

## VII. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. **Public Health Risks:** Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. **Legal and Regulatory Compliance:** The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.
3. **Immediate Animal Welfare Concerns:** Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.
4. **Practicable Competition:** In compliance with NMSA 1978, Section 13-1-127, an expedited yet

practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

**VIII. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

**Measures to Minimize Duration and Impact of Emergency Procurement**

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. **Transition Plan to Competitive Procurement:** The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively in the process of a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.
2. **Short-Term Contract with Defined Limits:** The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.
3. **Monitoring and Evaluation:** The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

**IX. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. **Immediate RFP Process:** The Department is currently in the process of a Request for Proposals (RFP) to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.
2. **Advanced Contract Planning:** In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.



3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.
4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

**Certified by:**



**City Chief Procurement Officer, Travis Dutton-Leyda**

07/03/2025

**Date**

**City Approval by:**



Paul Joye (Jul 3, 2025 15:54 MDT)

**Department Director, Paul Joye, Police Chief**

07/03/2025

**Date**



Marcos Martinez (Jul 3, 2025 17:00 MDT)

on behalf of

**City Attorney, Erin McSherry**

07/03/2025

**Date**

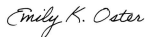


Mark Scott (Jul 7, 2025 15:48 MDT)

**City Manager, Mark Scott**

07/07/2025

**Date**



**Finance Director, Emily Oster**

07/03/2025

**Date**

**Note: All emergencies must be posted to the SPD website:**

**<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>**

**and the City of Santa Fe's website:**

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

Item #: 25-0357  
Munis Contract #: 3250332  
Original Contract Item #: 25-0011  
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158

**CITY OF SANTA FE, POLICE DEPARTMENT]**  
**AMENDMENT No. 1 TO**  
**Contract # 3250332**

**Santa Fe Animal Shelter Services Contract**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 14, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the City professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$150,000 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 satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed two hundred seventy-eight thousand dollars (\$278,000), including gross receipts tax ("NMGR"). NMGR will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed (\$278,000).**

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

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

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:

Santa Fe Animal Shelter and Humane Society, Inc.

  
Alan Webber (Aug 5, 2025 12:36:25 MDT)

ALAN WEBBER, MAYOR

DATE: Aug 5, 2025



JACKIE ROACH, Chief Executive Officer

\_\_\_\_\_  
TITLE

DATE: 07/03/2025

NMBTIN: \_\_\_\_\_

ATTEST:

  
ANDREA SALAZAR (Aug 5, 2025 12:58:35 MDT)

CITY CLERK

GB MTG 07/30/2025 

CITY ATTORNEY'S OFFICE:

*Christopher W. Ryan*  
[Christopher W. Ryan \(Jul 3, 2025 10:24 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
FINANCE DIRECTOR



# CITY OF SANTA FE

**Date:** January 3, 2025

**To:** Governing Body  
Finance Committee  
Quality of Life Committee

**Via:** Randy Randall, Interim City Manager   
Paul Joye, Chief of Police 

**From:** Ben Valdez, Deputy Chief of Police 

**Subject:** Professional Services Agreement

**Vendor Name:** Santa Fe Animal Shelter and Humane Society

**Vendor Number:** 1521

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## ITEM AND ISSUE:

Request for Approval of the Emergency Professional Services Agreement between the Santa Fe Animal Shelter and Humane Society, Inc. and City of Santa Fe, for a six month agreement not to exceed a total of \$128,000.00. (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov))

**Action Requested:** Approval of a Professional Services Agreement for \$128,000.

## BACKGROUND AND SUMMARY:

The City of Santa Fe does not maintain their own animal shelter facility and has historically utilized the Santa Fe Animal Shelter and Humane Society to a facility for the humane housing of domestic animals, including veterinarian care for strays, and disposal services by way of cremation. Once animals complete the mandatory stray hold period, the Santa Fe Animal Shelter and Humane Society takes responsibility of the animals and facilitates adoptions.

The Emergency Professional Services Agreement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces numerous risks.

While this Emergency Agreement is in place, staff is concurrently completing the Request for Proposals (RFP) process to achieve a long term, multi-year agreement to for the operation of an animal shelter facility through a contractor. Having this agreement allows shelter operations to continue until the RFP process is complete.

## PROCUREMENT METHOD:

NMSA 1978, Section 13-1-127 # 50-M0087-24-EM158 (determination form attached)

**Chief Procurement Officer Approval:**  **Date:** Jan 9, 2025  
**Comment/Exceptions:** \_\_\_\_\_

**Supporting Information:**

**CONTRACT NUMBER:**

FY25 Munis Contract # is 3250332

**\$\$\$\$\$ SOURCE/REVENUE:** ☒Expense | ☐Revenue

The funding source is:

**Fund Name/Number:** Law Enforcement/223

**Munis Org Name/Number:** Police Administration/2230310

**Munis Object Name/Number:** Service Contracts/510310

**Budget Officer Approval:** Andy Hopkins **Date:** Jan 6, 2025

**Comment/Exceptions:** \_\_\_\_\_

**Grant** ☐Yes | ☒ No

**Grant #:** N/A

**Grant Manager/Accounting Officer Approval:** N/A **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Project** ☐Yes | ☒ No

**Project Ledger #:** \_\_\_\_\_

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

☐Yes | ☒ No

**Asset # (if known):** \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

☐Yes | ☒ No

**Capital Project:**

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

☐ Yes | ☒ No

**Department Approvals:**

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

**Approval:** N/A **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment & Exceptions:** \_\_\_\_\_

**Department Contract Administrator Contact Info:** AnnaMarie Bowen x5122

**ATTACHMENTS:**

Emergency Determination Form

Professional Services Agreement

COI

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Animal Shelter and Humane Society, Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Sections 13-1-127 and 13-1-128, and;

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

**A. The City Shall:**

- 1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.
- 2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.
- 3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as “dangerous dog” or “vicious dog.”
- 4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.
- 5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall



- immediately inform the Animal Services Supervisor of the delayed opening or early closure.
- 6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.
  - 7) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established cremation rate in I.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.
  - 8) The City reserves the right to utilize other vendors for veterinary care as needed.
  - 9) The City reserves the right to utilize its own internal services when deemed appropriate.

B. The Contractor shall provide the following services for the City as requested by the city:

- 1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.
- 2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.
- 3) Accept an average of ***one hundred ten (110)*** stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray animals exceeds ***one hundred ten (110)*** in a given month, the City will be billed separately at the Contractor's daily impound rate currently forty dollars (\$40.00) per day, per animal.
- 4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.
- 5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.
- 6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. ***The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.***

- 7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently forty dollars (\$40.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.
- 8) The City may assign the Contractor to be responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987 until the City makes the determination to assume sole responsibility for licensing animals in the City. Until such determination, the Contractor is responsible for licensing and the Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. In addition, the Contractor shall provide all data related to licensing and fees to the City. Notice to the Contractor to be responsible for licensing or to provide notice to that the City will be solely responsible for licensing will be provided in writing. The City of Santa Fe retains the express right to determine the licensing fee.
- 9) Provide monthly status reports, as well as individual animal records to the City.
- 10) Collect and retain all animal boarding fees and costs.
- 11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.
- 12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this contract.
- 13) If an owner of an impounded animal being held at the Contractor's facility under this contract wishes to retrieve their pet when a representative of the City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.
- 14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.
- 15) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article

1, paragraph A7. The agreed upon rate for disposal of remains by way of cremation is a flat rate of \$100 per animal. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period.

## **2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

## **3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. such compensation shall not exceed one hundred twenty eight thousand dollars (\$128,000), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (\$128,000.00).**

B. Payment. The total compensation under this Contract shall not exceed \$128,000.00 including New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

## **4. Term**

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

## **5. Termination**

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  - 3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

## **6. Appropriations**

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

## **7. Status of Contractor**

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

City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### **8. Assignment**

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

#### **9. Subcontracting**

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

#### **10. Release**

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

#### **11. Confidentiality**

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

#### **12. Product of Service -- Copyright**

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

#### **13. Conflict of Interest; Governmental Conduct Act**

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

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

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



and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

#### **14. Amendment**

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

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

#### **15. Entire Agreement.**

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

#### **16. Merger**

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

This contract is a result of emergency procurement 50-M0087-24-.

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

#### **17. Penalties for violation of law**

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

#### **18. Equal Opportunity Compliance**

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

#### **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

## **20. Workers Compensation**

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

## **21. Professional Liability Insurance**

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

## **22. Other Insurance**

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

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

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

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

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

## **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

#### **24. Indemnification**

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

#### **25. New Mexico Tort Claims Act**

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

#### **26. Invalid Term or Condition**

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

#### **27. Enforcement of Contract**

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

#### **28. Notices**

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

To the City: Paul Joye, Chief of Police, 2515 Camino Entrada, [pmjoye@santafenm.gov](mailto:pmjoye@santafenm.gov)

To the Contractor: Santa Fe Animal Shelter & Human Society, 100 Caja Del Rio  
[finances@SFhumanesociety.org](mailto:finances@SFhumanesociety.org)

#### **29. Authority**

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



### **30. Non-Collusion**

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

### **31. Default/Breach**

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

### **32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of paragraph 1.B of this Contract may cause the City irrevocable harm and that a remedy at law for such a failure might be an inadequate remedy for the City, and the Contractor consents to the City's requesting from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to seek equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

### **33. Default and Force Majeure**

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

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

CITY OF SANTA FE:

  
Randy Randall (Jan 14, 2025 08:10 MST)  
Randy Randall, Interim City Manager

DATE: Jan 14, 2025

CONTRACTOR:

**Santa Fe Animal Shelter and Humane Society, Inc.**

  
Jacqueline Roach (Jan 3, 2025 14:56 MST)  
Jackie Roach, Chief Executive Officer

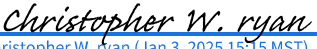
DATE: Jan 3, 2025

NMBTIN#: \_\_\_\_\_

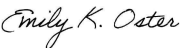
ATTEST:

  
ANDREA SALAZAR (Jan 3, 2025 14:39 MST)  
Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:

  
Christopher W. Ryan (Jan 3, 2025 15:15 MST)  
Senior Assistant City Attorney 

APPROVED FOR FINANCES:

  
Emily Oster, Finance Director

## Attachment A

Canine Spay: \$250

Canine Neuter: \$200

Feline Spay/Neuter: \$150

Vaccines: 1 year and boosters are \$15 per application (Felines get FVRCP and Rabies, Dogs get DAPP, Bordetella, Rabies depending on age and known medical the number of applications varies by the individual, for our average intake it is 4x applications for dogs 3x for cats)

Microchip Implantation \$15

Flea/Tick Preventative and Deworming varies by animal weight but for our average intake \$10 each, 3 total applications in an animal's stay with us (2x deworm 1x flea/tick).

Daily Boarding to City is \$45.90/day

If Medical Care is necessary, the City's Daily Cost of Care is \$78.38/day

Cremation:

- Small mammals (pocket pets), fish, reptiles, birds - \$15
- Companion Animals - \$100

Emergency Medical Fees are variable by procedure/treatment, there are 32 line items ranging from \$5 to \$185 with an open cost for lab work that has to be sent to Albuquerque.

**City of Santa Fe  
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

**I. City Contact Info:**

Department: **Police, City of Santa Fe**  
Department Director: **Paul Joye, Police Chief**  
Department Contact: **Tara King**  
Department Telephone Number: **(505) 955-5004**  
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**  
Telephone Number: **(505) 629-8351**

**II. Contractors' Information:**

**1. Loving Care Cremation**

- **Services:** Pet cremation services, including individual, and communal cremation options.
- **Contact Information:**
  - **Phone:** (505) 466-6034
  - **Address:** 8A Old Las Vegas Hwy, Santa Fe, NM 87505

**2. Mosaic Animal Emergency & Specialty**

- **Services:** Emergency veterinary care, specialty services, and advanced diagnostics.
- **Contact Information:**
  - **Phone:** (505) 216-0606
  - **Address:** 20 Bisbee Ct, Santa Fe, NM 87508

**3. Roadrunner Veterinary Emergency & Specialty Hospital**

- **Services:** Emergency and specialty veterinary care; surgery and diagnostic services.
  - **Address:** 5 Camino Karsten, Algodones, NM 87001

- **Phone:** (505) 345-2322

**4. Santa Fe Animal Shelter & Humane Society**

- **Services:** Animal sheltering, adoption, veterinary services, and public outreach.
- **Contact Information:**
  - **Address:** 100 Caja del Rio Road, Santa Fe, NM 87507
  - **Phone:** (505) 983-4309

**5. Top Dog Pet Resort**

- **Services:** Pet daycare, grooming, boarding, and specialty services.
- **Contact Information:**
  - **Address:** 100 Sun Ave, Santa Fe, NM 87505
  - **Phone:** (505) 982-6080

**III. Term of prospective contract:** Up to 6 months

**IV. Amount of prospective contract:** Two hundred thousand dollars (\$200,000.00)

**V. Location of Services:** Throughout the City of Santa Fe

**VI. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

**Scope of Work for Animal Services Contract**

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city's jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

**1. Shelter Operations and Animal Care**

- **Facility Management:** Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control:** Accept animals brought by the City's Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control:** Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management:** Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance:** Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold's expiration unless other arrangements are specified by law.

## 2. Veterinary Care

- **Routine and Emergency Medical Services:** Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.
- **Veterinary Oversight:** Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

## 3. Licensing and Public Health Compliance

- **Licensing:** Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting:** Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

## 4. Storage and Disposal of Remains

- **Storage of Deceased Animals:** Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services:** Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

## 5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting:** Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives:** Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

## VII. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. **Public Health Risks:** Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. **Legal and Regulatory Compliance:** The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.

3. **Immediate Animal Welfare Concerns:** Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.
4. **Practicable Competition:** In compliance with NMSA 1978, Section 13-1-127, an expedited yet practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

**VIII. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

**Measures to Minimize Duration and Impact of Emergency Procurement**

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. **Transition Plan to Competitive Procurement:** The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively preparing the necessary documents to initiate a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.
2. **Short-Term Contract with Defined Limits:** The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.
3. **Monitoring and Evaluation:** The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

**IX. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. Immediate RFP Process: The Department will issue a Request for Proposals (RFP) as soon as possible to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.
2. Advanced Contract Planning: In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.
3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.
4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.



**Certified by:**

  
\_\_\_\_\_  
**City Chief Procurement Officer, Travis Dutton-Leyda**

Nov 14, 2024  
\_\_\_\_\_  
**Date**

**City Approval by:**

  
\_\_\_\_\_  
Paul Joye (Nov 14, 2024 16:31 MST)  
**Department Director, Paul Joye, Police Chief**

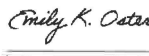
Nov 14, 2024  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**City Attorney, Erin McSherry**

Nov 14, 2024  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
Randy Randall (Nov 14, 2024 16:45 MST)  
**Interim City Manager, Randy Randall**

Nov 14, 2024  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Finance Director, Emily Oster**

Nov 14, 2024  
\_\_\_\_\_  
**Date**

**Note: All emergencies must be posted to the SPD website:**

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

**and the City of Santa Fe's website:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

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

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

|                                                                                                            |                                                                                                                      |                                       |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Inszone Insurance Services, LLC<br>2721 Citrus Road, Suite A<br>Rancho Cordova CA 95742 | <b>CONTACT</b><br>NAME: Lauren Hemphill<br>PHONE (A/C, No, Ext): 877-308-9663<br>E-MAIL ADDRESS: info@inszoneins.com | <b>FAX</b><br>(A/C, No): 916-503-6271 |
| License#: 0F82764<br>SANTFEA-03                                                                            |                                                                                                                      |                                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                       |                                                                                                                      | <b>NAIC #</b>                         |
| INSURER A : Cincinnati Insurance Company                                                                   |                                                                                                                      | 10677                                 |
| INSURER B : New Mexico Southwest Casualty Company                                                          |                                                                                                                      | 10207                                 |
| INSURER C :                                                                                                |                                                                                                                      |                                       |
| INSURER D :                                                                                                |                                                                                                                      |                                       |
| INSURER E :                                                                                                |                                                                                                                      |                                       |
| INSURER F :                                                                                                |                                                                                                                      |                                       |

**COVERAGES****CERTIFICATE NUMBER:** 1127849719**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                           | ADDL INSD                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                   |          | EPP 047 30 60 | 1/31/2025               | 1/31/2026               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                   |          | EBA 047 30 60 | 1/31/2025               | 1/31/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                         |                                   |          | EPP 047 30 60 | 1/31/2025               | 1/31/2026               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$<br>\$                                                                                                                                                                                             |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                               | Y / N<br><input type="checkbox"/> | N / A    | 26.136        | 1/31/2025               | 1/31/2026               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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****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

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To: Governing Body

From: Carol Swenson, Public Works Business Operations Manager CS

Via: Lia Salaverry, Youth and Family Services Division Director LS  
 Henri Hammond-Paul, Community Health and Safety Department Director HP  
HENRI HAMMOND-PAUL

Date: December 3, 2025

Re: DFA Grant for Permanent and Transitional Housing to End Homelessness

## ACTION:

Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3157 in the Total Amount of \$710,000 for Permanent and Transitional Housing to end Homelessness with a Reversion Date of June 30, 2029. (Henri Hammond-Paul, Community Health and Safety Department Director, hmhammondpaul@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$702,900 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for Permanent and Transitional Housing.

## BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded capital appropriation 25-J3157 in the amount of \$710,000 "...to acquire land and facilities and to plan, design, construct, purchase and equip permanent and transitional housing in Santa Fe in Santa Fe County."

Of the total appropriation, \$7,100 is designated for Art in Public Places (AIPP). The remaining \$702,900 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2029, reversion date.

## ATTACHMENTS:

Grant Agreement NMDFA 25-J3157  
 PLID Form  
 BAR

Grant Manager: ERIKA LUJAN  
ERIKA LUJAN (Jan 12, 2026 08:32:49 MST)

## NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

### WITNESSETH

**WHEREAS**, in the Laws of 2025, Chapter 159, Section 502, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

### AGREEMENT

#### I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3157 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 50233, Seven Hundred Ten Thousand Dollars and No Cents, \$710,000.00, to acquire land and facilities and to plan, design, construct, purchase and equip permanent and transitional housing in Santa Fe in Santa Fe county;.
- B. Grantee's total reimbursements shall not exceed \$710,000.00 Seven Hundred Ten Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$7,100.00 Seven Thousand One Hundred Dollars and No Cents, which equals \$702,900.00 Seven Hundred Two Thousand Nine Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

#### II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe  
Name: Alan Webber  
Title: Mayor  
Address: PO Box 909, Santa Fe, NM 87504  
Email: mayor@santafenm.gov  
Telephone: 505-955-6590

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe  
Name: Emily Oster  
Title: Finance Director  
Address: PO Box 909, Santa Fe, NM 87504  
Email: ekoster@santafenm.gov

Telephone: 505-629-3411

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division

Name: Daniel Catanach

Title: Grant Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: danieln.catanach@dfa.nm.gov

Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.

i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;

b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations



with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
  - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

## **XV. SCOPE OF AGREEMENT**

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

## **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
  - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration.”

## **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
  - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

## **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

- A. Throughout the term of this Agreement, Grantee shall:
  - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

- public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
  - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
  - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
  - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

## **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
    - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    - iii. The SBOF may in the future impose further or different conditions upon the Project;
    - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.



Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
  - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
  - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Department's date of execution.

**APPROVED BY DEPARTMENT:**

**Cabinet Secretary, Wayne Propst:**

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

**Chief Financial Officer, Mackie Romero:**

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

**Local Government Division Director, Cecilia Mavrommatis:**

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

\_\_\_\_\_

**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_

Signature

|              |         |
|--------------|---------|
| _____        | _____   |
| (Print Name) | (Title) |

**APPROVED BY GRANTEE:**

\_\_\_\_\_  
Entity Name

**Official with Authority to Bind Grantee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
ANDRÉA SALAZAR, CITY CLERK

\_\_\_\_\_  
Date

**Fiscal Officer or Chief Financial Officer:**

*BRIAN MOGA*

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

Jan 12, 2026

\_\_\_\_\_  
Date

**As To Legal Form And Sufficiency**

*Kevin L. Nault*  
\_\_\_\_\_  
Kevin L. Nault (Aug 19, 2025 16:49:32 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025  
\_\_\_\_\_  
Date

**EXHIBIT A**  
Request for Payment Form and Certification

| <b>STATE OF NEW MEXICO<br/>GRANT APPROPRIATION<br/>Request for Payment Form<br/>Exhibit A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>I. Grantee Information</b> (Must match your DFA Substitute W-9 Form)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                       |
| A. Grantee: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>II. Payment Computation</b>                                        |
| B. Address: _____<br><small>(Complete Mailing, including State, if applicable)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | A. Payment Request No. _____                                          |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | B. Grant Amount: \$ 0.00                                              |
| City, State, Zip _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | C. AIPP Amount (if Applicable): \$ 0.00                               |
| C. Contact Name/Phone #: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | D. Funds Requested to Date: \$ 0.00                                   |
| D. Grant No: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | E. Amount Requested this Payment: _____                               |
| E. Project Title: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | F. Reversion Amount (if applicable): \$ 0.00                          |
| F. Grant Expiration Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | G. Grant Balance: \$ 0.00                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | H. <input type="checkbox"/> Final Request for Payment (if applicable) |
| <b>III. Fiscal Year :</b> <u>2026 (July 1, 2025-June 30, 2026)</u><br><small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                       |
| <b>IV. Certifications</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                       |
| <input type="checkbox"/> I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:<br>a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.<br>b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.<br>c. Submission of supporting documentation as required by the Agreement.<br>d. Maintenance of all necessary records and documentation as stipulated in the Agreement. |                                                                       |
| <input type="checkbox"/> I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.                                                                                                                                                                                                                                                                                                                       |                                                                       |
| <input type="checkbox"/> I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.                                                                                                                                                                                                                          |                                                                       |
| <hr/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                       |
| <b>Grantee Fiscal Officer or Fiscal Agent (if applicable)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Grantee Representative</b>                                         |
| Printed Name: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Printed Name: _____                                                   |
| Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date: _____                                                           |
| <b>(State Agency Use Only)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                       |
| Vendor Code: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Fund No.: _____                                                       |
| PO # _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Loc No.: _____                                                        |
| I certify that the State Agency financial and vendor file information agree with the above submitted information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                       |
| ASD Officer: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Division Grant Manager: _____                                         |
| Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date: _____                                                           |

*Revised 7/2025*

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**EXHIBIT B**  
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Grant Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approver: \_\_\_\_\_

Title: Grant Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Revised 7/2025

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## EXHIBIT C

### Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

#### OPTIONAL EXHIBIT C SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

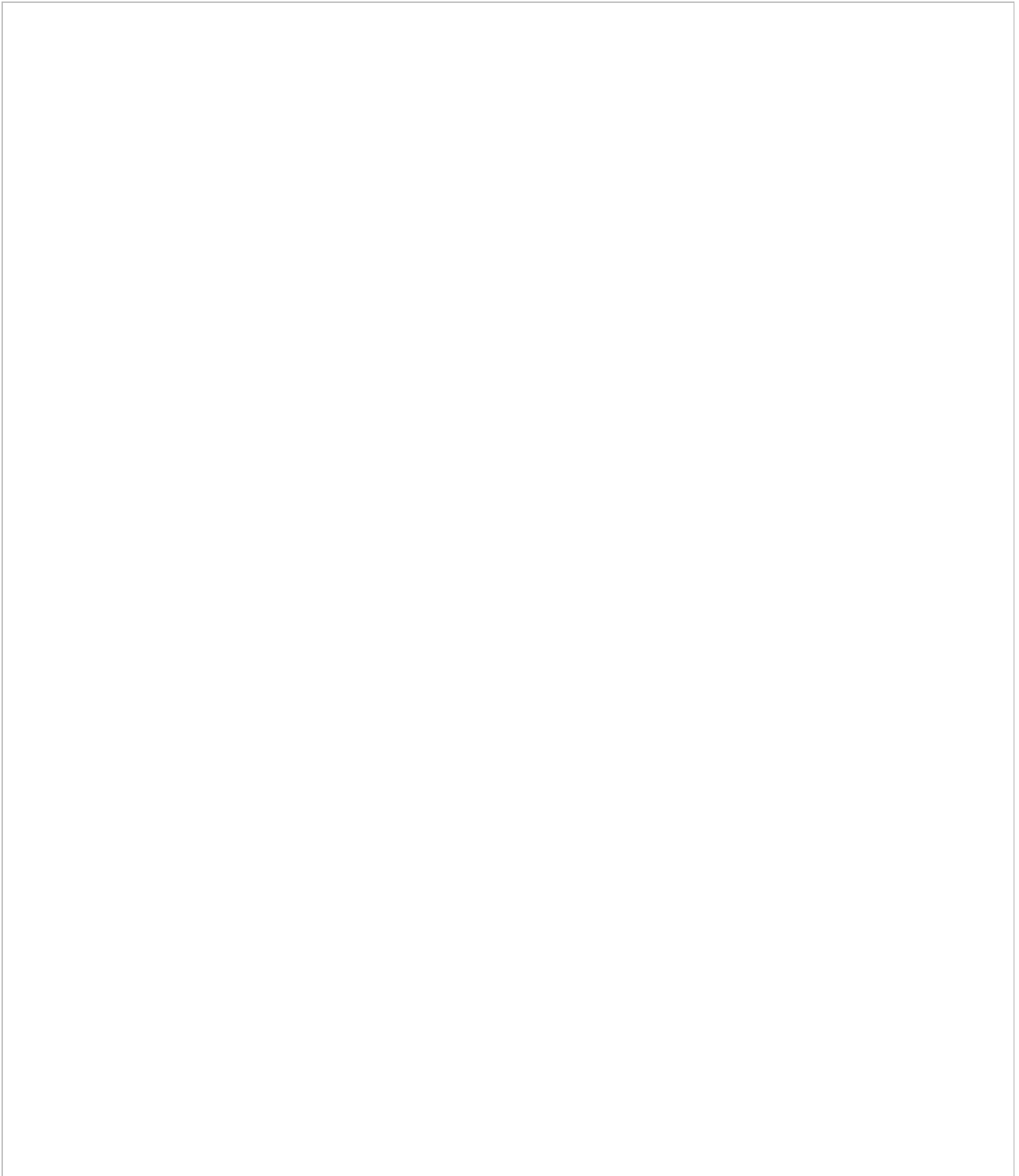
The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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**EXHIBIT D**

**Project Budget Worksheet \***

\*(Provided separately when grant agreement issued to Grantee)



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**EXHIBIT E**  
Data Sharing Provisions

**Exhibit E**

Data Sharing Provisions for New Mexico Capital Outlay Agreements

**I. Introduction:**

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

**II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

**III. Purpose:**

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

**IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

**VI. Re-Disclosure of Information:**

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

**VII. Ownership of Information:**

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 10/07/2025

Project Title: Non Congregate Pre-Development

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: Community Health and Safety Project Manager: Kristen Woods Ext: 6913

Project Date Range: OCT 2025 to 6/30/2029 ☐ Create Fixed Asset

Project ID: COM2624001

Grant ID: S2625

Approved By: ERIKA LUTAN

CT (Finance Use Only)

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

Funding Source: State of New Mexico, Department of Finance & Administration % of Funding: 100

MUNIS ORG: 2400122 MUNIS OBJ: 490210 Awarded Amount: \$710,000.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### **Expense String Phase:**

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

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

Phase: WIP (Work in Progress) Construction MUNIS ORG: 2400122 MUNIS OBJ: 572970

#### **Grants Only (list all grants if applicable):**

Grantor Name: NM DFA CAP 25-J3157 TRANSITIONAL HOUSING GRANT Awarded Amount: \$710,000.00

AR Charge Code: 2400122.490210 ☐ Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

***(If grants please provide all grant award documents with form)***

☒ Attached Grant Documentation

|                                       |  |
|---------------------------------------|--|
| Log # {Finance use <u>only</u> }:     |  |
| Journal # {Finance use <u>only</u> }: |  |

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

| DEPARTMENT / DIVISION NAME                                                                      |         |        |            |                              | DATE                         |  |
|-------------------------------------------------------------------------------------------------|---------|--------|------------|------------------------------|------------------------------|--|
| Community Health and Safety/Youth and Family Division                                           |         |        |            |                              | 12/3/2025                    |  |
| ITEM DESCRIPTION                                                                                | ORG     | OBJECT | PROJECT    | INCREASE                     | DECREASE                     |  |
| <u>EXPENDITURES</u>                                                                             |         |        |            | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} |  |
| WIP Construction - Non-Congregate Pre-Development                                               | 2400122 | 572970 | COM2624001 | 702,900.00                   |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
| <u>REVENUES</u>                                                                                 |         |        |            | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} |  |
| NMDFA 25-J3157 - S2625                                                                          | 2400122 | 490210 | COM2624001 | (702,900)                    |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
|                                                                                                 |         |        |            |                              |                              |  |
| <b>JUSTIFICATION:</b> (use additional page if needed)<br>--Attach supporting documentation/memo |         |        |            | \$ -                         | \$ -                         |  |

Allocate grand funding from NM DFA in the amount of \$702,900.00 for WIP Construction to aquire land and facilities and to plan, design, construct, purchase and equip permanent and transitional housing in Santa Fe in Santa Fe County.

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

|                                           |                   |                                                                          |                              |
|-------------------------------------------|-------------------|--------------------------------------------------------------------------|------------------------------|
| Carol Swenson<br>Prepared By {print name} | 12/3/2025<br>Date | {Use this form for Finance Committee/<br>City Council agenda items ONLY} | Andy Hopkins                 |
| Lia Salaverry                             |                   | <b>CITY COUNCIL APPROVAL</b>                                             | Budget Officer               |
| Division Director Signature {optional}    | Date              | City Council<br>Approval Date                                            | Finance Director {≤ \$5,000} |
| HHH                                       |                   | Agenda Item #:                                                           | BRIAN MOYA                   |
| Department Director Signature             | Date              |                                                                          | City Manager {≤ \$60,000}    |
|                                           |                   |                                                                          | Jan 12, 2026                 |

**Signature:**

**Email:** efquintana@santafenm.gov

# 25 J3157 TRANSITIONAL HOUSING FOR SIGNATURE

Final Audit Report

2026-01-12

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2026-01-05                                    |
| By:             | Cathy Thompson (cmthompson@santafenm.gov)     |
| Status:         | Canceled / Declined                           |
| Transaction ID: | CBJCHBCAABAAUdRmzFJSTcvXX6pUqf51nBD0Nk0acAAAd |

## "25 J3157 TRANSITIONAL HOUSING FOR SIGNATURE" History

-  Document created by Cathy Thompson (cmthompson@santafenm.gov)  
2026-01-05 - 6:58:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature  
2026-01-05 - 7:02:00 PM GMT
-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)  
Signature Date: 2026-01-12 - 3:32:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature  
2026-01-12 - 3:32:51 PM GMT
-  Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)  
2026-01-12 - 6:27:34 PM GMT- IP address: 187.157.139.174
-  Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)  
Signature Date: 2026-01-12 - 6:27:58 PM GMT - Time Source: server- IP address: 187.157.139.174
-  Document emailed to Erika Quintana (efquintana@santafenm.gov) for signature  
2026-01-12 - 6:28:01 PM GMT
-  Email viewed by Erika Quintana (efquintana@santafenm.gov)  
2026-01-12 - 8:11:58 PM GMT- IP address: 63.232.20.2
-  Document declined by Erika Quintana (efquintana@santafenm.gov)  
Decline reason: My initials and signature cannot be placed on this until this is fully approved. EQ  
2026-01-12 - 8:28:28 PM GMT- IP address: 63.232.20.2





# CITY OF SANTA FE

## Memorandum

**Date:** December 3<sup>rd</sup>, 2025

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

**From:** Andréa Salazar, City Clerk 

**RE:** Adoption of Open Meetings Act Notice Standards for 2026

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### EXECUTIVE SUMMARY:

The proposed Resolution adopts reasonable notice standards for the City's policymaking bodies for 2026, which is required by the New Mexico Open Meetings Act (OMA). The Governing Body's Open Meetings Act Resolution from 2025 will sunset when the Governing Body adopts the 2026 Resolution and the 2026 Resolution will sunset when the Governing Body adopts its 2027 Open Meetings Act resolution.

### BACKGROUND:

OMA, NMSA 1978, Sections 10-15-1 to -4, requires that public bodies adopt reasonable notice standards for their public meetings at least annually. As a result, each year the Governing Body adopts a Resolution adopting notice standards for that year.

### ATTACHMENTS:

Resolution  
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2025-\_\_**

**INTRODUCED BY:**

Councilor Jamie Cassutt

Mayor Alan Webber

**A RESOLUTION**

**ADOPTING ANNUAL OPEN MEETINGS ACT NOTICE STANDARDS FOR 2026.**

**WHEREAS**, the New Mexico Open Meetings Act (“Open Meetings Act”) NMSA 1978, §§ 10-15-1 to – 4, requires that public bodies “determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body”; and

**WHEREAS**, the Open Meetings Act applies to the City of Santa Fe’s (“City’s”) Governing Body and the Governing Body’s subordinate policymaking bodies; and

**WHEREAS**, the Governing Body desires to comply with the Open Meetings Act’s annual public notice requirement by adopting this resolution, establishing reasonable notice standards for the City’s policymaking bodies; and

**WHEREAS**, the Governing Body seeks to give annual notice to the public of its determination, pursuant to NMSA 1978, Section 10-15-1(D), that it adopts an annual regular meeting calendar for the Governing Body’s regular meetings for the entire calendar year and provides at least a seventy-two (72) hour notice of the agenda items scheduled for discussion prior to its regular and special meetings; and



1           **WHEREAS**, although many of the City’s subordinate policy-making bodies’ meetings are  
2 noticed weeks or months in advance, seventy-two hours notice is also reasonable for noticing the  
3 meetings of subordinate policymaking bodies and for posting agendas listing the matters that will  
4 be discussed.

5           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
6 **CITY OF SANTA FE:**

7           **Section 1.**       The Open Meetings Act applies to the City’s policymaking bodies.

8           **Section 2.**       The notice requirements set forth below are hereby adopted.

9               A.       The City shall give at least seventy-two (72) hours’ notice of all regular  
10 and special meetings of the Governing Body and its subordinate policymaking  
11 bodies.

12              B.       The notice shall include the date, time, place(s) of the planned meeting,  
13 and a list of the specific items of business to be discussed or transacted at the  
14 meeting or information about how the public may obtain a copy of such an agenda.

15              C.       The City shall make the notice available to the public and news media  
16 through reasonable means, including posting on the City’s website, and providing  
17 the notice to broadcast stations licensed by the federal communications  
18 commission and newspapers of general circulation that have provided a written  
19 request for such notice.

20              D.       Agendas shall be posted on the City’s website.

21           **Section 3.**       Regular Meetings of the Governing Body

22              A.       Unless otherwise specified, including in subsection B below, regular  
23 meetings of the Governing Body shall be held as follows:

24                  i.       On the 15<sup>th</sup> of January and last Wednesday of January.

25                  ii.      The second and last Wednesday of each month after January, other

1 than November and December, when regular meetings will be on  
2 the second Wednesday but not the last Wednesday.

3 iii. In the City Council Chambers of the municipal building of the  
4 City, located at 200 Lincoln Avenue, Santa Fe.

5 B. When it is difficult or impossible for members of the Governing Body to  
6 meet in person, they may participate virtually pursuant to SFCC 1987, Section 1-  
7 9.

8 C. To the extent possible, meetings will be broadcast via the City's YouTube  
9 channel and other media as available, such as on the radio from KSFR 101.1 FM.

10 **Section 4. Special Meetings**

11 A. The City shall provide a minimum of 72 hours' notice of all special  
12 meetings of the Governing Body and its subordinate policymaking bodies.

13 B. Unless otherwise specified, special meetings are held at the same place as  
14 regular meetings. The date, time, and place of a special meeting shall appear on  
15 the agenda and be made available to the public and news media through reasonable  
16 means including posting on the City's website.

17 C. The agenda shall be posted on the City's website.

18 D. When it is difficult or impossible for members of the Governing Body to  
19 meet in person, they may participate virtually pursuant to SFCC 1987, Section 1-  
20 9.

21 E. To the extent possible, meetings will be broadcast via the City's YouTube  
22 channel and other media as available, such as on the radio station KSFR 101.1 FM.

23 **Section 5. Quasi-Judicial Committees and Subordinate Policymaking Bodies**

24 A. Every quasi-judicial committee, board, or commission, including but not  
25 limited to the planning commission, historic design review board, and board of

adjustment, shall follow the same notice requirements as the Governing Body, and as provided in this resolution and the Open Meetings Act.

B. All other policymaking boards, commissions, and committees shall follow the same notice requirements as provided by the Open Meetings Act.

**Section 6. Emergency Meetings**

A. Pursuant to its procedural rules, the Governing Body or subordinate policymaking body may call, with, if possible, up to 24 hours' notice, a meeting to consider any matter that, if not addressed immediately, will likely result in injury or damage to persons or property or significant financial loss to the City. When possible, the City will provide 24-hour telephonic notice to all media who normally cover City meetings before the emergency meeting commences.

B. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Unless there is a State or national emergency already declared for the same reasons, within ten (10) days of taking action on an emergency matter, the City will notify the Attorney General's Office that the emergency meeting took place.

**Section 7. Term**

This Resolution shall sunset upon adoption of the 2027 Open Meetings Act Resolution, making it unnecessary to rescind.

PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
ALAN WEBBER, MAYOR

1 ATTEST:

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4 ANDRÉA SALAZAR, CITY CLERK

5 APPROVED AS TO FORM:

6 *Erin McSherry*

7 Erin McSherry (Dec 3, 2025 13:53:44 MST)

8 ERIN K. McSHERRY, CITY ATTORNEY

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24 *Legislation/2026/Resolutions/Open Meetings Act 2026*

**FISCAL IMPACT REPORT****General Information:**(Check) Bill: \_\_\_\_\_ Resolution:   X  Short Title(s): Open Meetings Act 2026Sponsor(s): Councilor Jamie Cassutt, Mayor Alan WebberReviewing Department(s): City ClerkStaff Completing FIR: Andréa Salazar, City Clerk Date: 12/03/2025 Phone: (505) 955-6327Reviewed by City Attorney: *Erin McSherry* Date: \_\_\_\_\_  
Erin McSherry (Dec 3, 2025 13:53:44 MST)Reviewed by Finance Director: *Emily K. Oster* Date: 12/03/2025**Summary:**

The purpose of this Resolution is to comply with the Open Meetings Act (OMA) by adopting annual OMA notice standards for 2026. The Resolution shall sunset upon adoption of the 2027 Open Meetings Act resolution.

**Departments Affected:**

Governing Body, City Clerk's Office, and Departments supporting policy making bodies.

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the Governing Body would fail to comply with the OMA requirement that it adopt annual notice standards for meetings governed by the OMA.

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

The 2025 Resolution sunsets upon adoption of this Resolution and this Resolution will sunset upon the adoption of the 2027 Open Meetings Act resolution.

**Performance and Administrative Implications:**

Complying with the OMA is required for the decisions of policy making bodies to be final and binding.

**Fiscal Implications:**

OMA does not require stenographers, but it does require minutes for the Governing Body. Funds for contracting with persons who take minutes come from the General Fund and are included in the City Clerk's budget for FY26.

**Fiscal Impact**

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

| <b>Expenditure Type</b>        | <b>FYE 2026</b> | <b>FYE 2027</b> | <b>FYE 2028</b> | <b>Require BAR (Y/N)</b> | <b>Recurring (R) or Non-recurring (NR)</b> | <b>Fund</b> | <b>3-Year Total Cost</b> |
|--------------------------------|-----------------|-----------------|-----------------|--------------------------|--------------------------------------------|-------------|--------------------------|
| <u>Personnel and Benefits*</u> | \$ _____        | \$ _____        | \$ _____        | _____                    | _____                                      | _____       |                          |
| <u>Capital Outlay</u>          | \$ _____        | \$ _____        | \$ _____        | _____                    | _____                                      | _____       |                          |
| <u>Contractual/</u>            | \$ 20,000       | \$20,000        | \$20,000        |                          | _____                                      | _____       |                          |
| <u>Professional Services</u>   | _____           | _____           | _____           |                          |                                            |             |                          |
| <u>Operating</u>               | \$ _____        | \$ _____        | \$ _____        |                          | _____                                      | _____       | \$ _____                 |
| <u>Total:</u>                  | \$ _____        | \$ _____        | \$ _____        |                          |                                            |             | \$60,000                 |

**Expenditure Narrative:**

The City Clerk's Office allocated \$20,000 for stenographer costs associated with providing minutes to the Governing Body.

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**Revenue**

| <b>Revenue Type</b> | <b>FYE 2026</b> | <b>FYE 2027</b> | <b>FYE 2028</b> | <b>Recurring (R) or Non-recurring (NR)</b> | <b>Fund</b> |
|---------------------|-----------------|-----------------|-----------------|--------------------------------------------|-------------|
| General Fund        | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Special Revenue     | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| CIP                 | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Enterprise          | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Internal Service    | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Trust and Agency    | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Federal             | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Other               | \$ _____        | \$ _____        | \$ _____        | _____                                      | _____       |
| Total               | \$ _____        | \$ _____        | \$ _____        |                                            |             |

**Revenue Narrative:**

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**Signature:**

**Email:** [gfcardenas@santafenm.gov](mailto:gfcardenas@santafenm.gov)



# CITY OF SANTA FE

## Memorandum

**Date:** December 3, 2025

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

**From:** Marci Eannarino, Legislation and Policy Innovation Manager <sup>ME</sup>  
Christine Spiers, Legislative Assistant  
Palmer Anderson, Policy Analyst

**RE:** Updating City Manager Qualifications

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### SUMMARY:

The proposed legislation would amend SFCC 1987, Section 2-4.2 to update qualifications for the City of Santa Fe's ("City") City Manager position to require candidates for City Manager and Deputy City Manager to meet the following two criteria:

1. have the necessary administrative and managerial skills and experience to manage the City; and
2. be credentialed by the International City/County management Association ("ICMA") or have equivalent education and experience to qualify for a credential.

The updated language would also specify that if not already credentialed, a candidate for City Manager must apply for credentials within one year of being appointed to the City Manager position. Lastly, the bill proposes that if after five months, a credentialed candidate or a candidate qualified to apply for a professional credential is not appointed, the Mayor may consider an individual who meets requirements to be considered as a candidate for a *future* credential such as "Credentialed Manager Candidate Status", as defined by the ICMA.

The bill also specifies that acting and/or interim city managers must have "the necessary administrative and managerial skills and experience to manage the City".

Additionally, the bill removes language from Section 2-4.12(B) prohibiting an acting city manager from hiring or removing employees "engaged in the administration service of the city except on the approval of the governing body".

Finally, the bill leaves language specific to the Deputy City manager role, Section 2-4.6(L), unchanged, stating that the "powers and duties designated to the deputy city manager shall not exceed the powers and duties of the city manager; and the minimum qualifications shall be at least those required for the city manager".

### BACKGROUND AND ANALYSIS:

The International City/County Management Association (ICMA) is a professional association of city and county managers nationwide. According to the ICMA website, the organization, "offers membership, professional development programs, research, publications, data and information, technical assistance, and training to local government chief administrative officers, their staff, and other organizations around the globe."



# CITY OF SANTA FE

## Memorandum

The website also states that in order to be “eligible” for an ICMA credential, an individual must be local government chief administrative officers or assistant chief administrative officer, with minimum number of years of experience in qualifying roles and/or education in qualifying decrees, obtain prescribed training, pass an examination, provide professional references and peer review. Requirements for obtaining the credential include a combination of experience, education, and continuing professional development. Examples provided by the organization with respect to what is required within these three criteria are as follows:

- 1) Experience with staff management, financial management, policy facilitation and implementation, and service delivery;
- 2) Education requirements in combination with executive experience would include
  - a. Masters in public administration or policy + 7 years;
  - b. Other graduate degree +8 years;
  - c. Baccalaureate degree + 9 years; or
  - d. Less than Bachelor’s + 15 years.

In addition to the above, in order to maintain a credential from the ICMA, a person who obtains a credential must participate in continuing professional development.

Lastly, individuals who do not meet the combined experience and education, but who expect to attain it within two years, can apply for “credential manager candidate status”, meaning the candidate will be “able to receive the full credential as soon as the individual meets the requirements due to already being approved”.

### **ATTACHMENTS:**

Bill  
FIR

underscored material = new      ~~[bracketed material]~~ = delete

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2025-23**

**INTRODUCED BY:**

Councilor Jamie Cassutt

Councilor Pilar Faulkner

**A BILL**

**AMENDING SFCC 1987, SECTION 2-4.2, TO REQUIRE CITY MANAGERS TO BE INTERNATIONAL CITY MANAGER ASSOCIATION (“ICMA”) -CREDENTIALLED OR CREDENTIAL-ELIGIBLE UNLESS AN APPOINTMENT AND CONSENT OF SUCH A CANDIDATE IS NOT POSSIBLE AFTER FIVE MONTHS; REQUIRING CANDIDATES FOR DEPUTY CITY MANAGER TO HAVE THE SAME QUALIFICATIONS PURSUANT TO SECTION 2-4.6(L); REMOVING PORTIONS OF SECTION 2-4.3 THAT CONFLICT WITH CITY CHARTER; AND REMOVING THE PROHIBITION FOR AN ACTING CITY MANAGER TO EMPLOY AND DISCHARGE PERSONNEL.**

**Section 1.      Section 2-4.2 of SFCC 1987 (being Ord. No. 1981-15, § 7, as amended) is amended to read:**

**2-4.2 – QUALIFICATIONS.**

- A.    The city manager shall ~~[be selected and appointed solely on the basis of their training, experience and other qualifications for office as hereinafter prescribed without regard for affiliation, or lack of affiliation with any political party or other organization]~~

1           (1) have the necessary administrative and managerial skills and experience to  
2           manage the city of Santa Fe, and  
3           (2) be credentialed by the International City/County Management Association  
4           ("ICMA") ("Credentialed") or have the equivalent education and experience to  
5           qualify to apply for the ICMA's credentialing program and agree to apply for  
6           credentialing within one year of appointment.

7       B. A mayor shall preferentially consider Credentialed and Credential-eligible  
8       candidates for City Manager.

9       C. If a mayor has not identified a Credentialed or Credential-eligible candidate to  
10       appoint or the governing body has not consented to such appointed candidates after  
11       five months from the date a city manager resigns, the position becomes vacant, the  
12       city opens an application for city manager or begins any other process used to  
13       identify a new city manager, whichever occurs first, the mayor may appoint an  
14       individual who is not Credentialed or Credential-eligible who agrees to apply for  
15       credentialed manager candidate status within six months of the hire date.

16       **Section 2.       Section 2-4.3 of SFCC 1987 (being Ord. No. 1996-18, § 2, as amended)**  
17       **is amended to read:**

18       **2-4.3 – APPOINTMENT [~~;~~ DISMISSAL].**

19       A. The mayor, within [~~ninety (90) days~~] six months of the beginning date of the vacancy  
20       in the office of the city manager, shall submit to the city council, at least seven (7)  
21       days before the meeting at which the nomination of the appointee shall be made, the  
22       name and qualifications of the mayor's prospective appointee to serve as city  
23       manager. The governing body, at its next regular meeting shall [~~accept~~] consent to  
24       or reject the appointment [~~nomination~~] by a majority vote of all the members of the  
25       governing body.

1 [B.—The council may dismiss the city manager by a majority vote of all members of the  
2 governing body, at a regularly scheduled meeting.

3 C.—The mayor may dismiss the city manager by a majority vote of all members of the  
4 governing body, at a regularly scheduled meeting. ]

5 **Section 3. Section 2-4.12 of SFCC 1987 (being Ord. No. 1996-37, § 2, as**  
6 **amended) is amended to read:**

7 **2-4.12 – ACTING CITY MANAGER; FILLING OF VACANCY.**

8 A. During any temporary absence or disability of the city manager the city manager shall  
9 immediately appoint a city employee having the ~~[qualifications prescribed in~~  
10 ~~subsection 2-4.2 (A)(1)]~~ necessary administrative and managerial skills and experience  
11 to manage the city of Santa Fe and to temporarily perform ~~[his or her]~~ city manager  
12 duties until the city manager returns from ~~[his or her]~~ the temporary absence or  
13 disability.

14 B. The acting city manager has the same duties and responsibilities as granted to a city  
15 manager under the Santa Fe City Code ~~[; except, that he or she shall neither employ~~  
16 ~~nor discharge any person engaged in the administration service of the city except on~~  
17 ~~the approval of the governing body].~~

18 C. During any period when the office of city manager shall be vacant for any cause other  
19 than a temporary absence or disability, as defined in paragraph A., herein, the mayor  
20 shall appoint a city employee having the ~~[qualifications prescribed in subsection 2-4.2~~  
21 ~~(A)(1)]~~ the necessary administrative and managerial skills and experience to manage  
22 the city of Santa Fe and to temporarily perform the city manager's duties until a  
23 regularly selected city manager is appointed. This appointment shall be subject to the  
24 consent of a majority of all members of the city council and shall be made within  
25 seventy-two (72) hours, at a legally noticed special city council meeting.

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PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

Erin McSherry  
Erin McSherry (Dec 5, 2025 11:24:12 MST)  
ERIN K. McSHERRY, CITY ATTORNEY

**FISCAL IMPACT REPORT****General Information:**(Check) Bill:   X   Resolution: \_\_\_\_\_Short Title(s): Updating Qualifications for the City managerSponsor(s): Councilor Jamie Cassutt and Councilor Pilar FaulknerReviewing Department(s): City Attorney's OfficeStaff Completing FIR: Marci Eannarino, Manager of Legislation and PolicyDate: 9/22/2025 Phone: 505-637-1907Reviewed by City Attorney: Erin McSherry Date: 12/05/2025  
Erin McSherry (Dec 5, 2025 11:24:12 MST)Reviewed by Finance Director: Emily K. Oster Date: 12/05/2025**Summary:**

The proposed legislation would amend SFCC 1987, Section 2-4.2, to require candidates for the City of Santa Fe's ("City") City Manager position either be credentialed by the International City/County management Association ("ICMA") or be eligible for the credential, unless no such candidate is identified for six months. A credential-eligible candidate for City Manager must apply for credentials within one year of being appointed to the City Manager position. If, after five months, a credentialed candidate or a candidate qualified to be credentialed is not hired, the Mayor may consider a candidate who agrees to apply for "Credentialed Manager Candidate Status", as defined by the ICMA, within a six months of the hire date.

The bill also addresses criteria for the event of a temporary absence or disability of the city manager or for a vacancy period in the office. In these circumstances the mayor would appoint someone who has "the necessary administrative and managerial skills and experience to manage the City".

Additionally, the bill removes language from Section 2-4.12(B) prohibiting an acting city manager from hiring or removing employees "engaged in the administration service of the city except on the approval of the governing body".

Another section of code requires the Deputy City Manager to have the same qualifications as the City Manager. Therefore, by changing the required qualifications for the City Manager, the Bill would also change the qualifications for the Deputy City Manager.

**Departments Affected:**

Mayor's Office and City Manager's Office

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, then the qualifications for City Manager and Deputy City Manager will not include having or obtaining ICMA credentials.



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

The amendments to Section 2-4.2 would amend by reference the qualifications required for the Deputy City Manager: Section 2-4.6(L) provides that “[t]he powers and duties designated to the deputy city manager shall not exceed the powers and duties of the city manager, and the minimum qualifications shall be at least those required for the city manager.”

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**Performance and Administrative Implications:**

The proposed legislation would require future City Manager and Deputy City Manager candidates to 1) possess the necessary administrative and managerial skills and experience to manage the City, and 2) be ICMA credentialed or be ICMA credential-eligible and commit to obtaining ICMA credentials within one year of being appointed. If a candidate with these two requirements is not appointed and consented to within six months, the proposed language allows for the appointment of a candidate who has the “necessary administrative and managerial skills and experience to manage the City” and who would within six months apply for “Credentialed Manager Candidate Status”, as defined by the ICMA.

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**Fiscal Implications:**

None.

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**Fiscal Impact**

    X     Check here if no fiscal impact

**Expenditures**

| Expenditure Type             | FYE 2026 | FYE 2027 | FYE 2028 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund  | 3-Year Total Cost |
|------------------------------|----------|----------|----------|-------------------|-------------------------------------|-------|-------------------|
| <u>Personnel and</u>         | \$ _____ | \$ _____ | \$ _____ | _____             | _____                               | _____ |                   |
| <u>Benefits*</u>             |          |          |          |                   |                                     |       |                   |
| <u>Capital Outlay</u>        | \$ _____ | \$ _____ | \$ _____ | _____             | _____                               | _____ |                   |
| <u>Contractual/</u>          | \$ _____ | \$ _____ | \$ _____ |                   | _____                               | _____ |                   |
| <u>Professional Services</u> |          |          |          |                   |                                     |       |                   |
| <u>Operating</u>             | \$ _____ | \$ _____ | \$ _____ |                   | _____                               | _____ | \$ _____          |
| <u>Total:</u>                | \$ _____ | \$ _____ | \$ _____ |                   |                                     |       | \$ _____          |

**Expenditure Narrative:**

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**Revenue**

| Revenue Type     | FYE 2026 | FYE 2027 | FYE 2028 | Recurring (R) or Non-recurring (NR) | Fund  |
|------------------|----------|----------|----------|-------------------------------------|-------|
| General Fund     | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Special Revenue  | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| CIP              | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Enterprise       | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Federal          | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Other            | \$ _____ | \$ _____ | \$ _____ | _____                               | _____ |
| Total            | \$ _____ | \$ _____ | \$ _____ |                                     |       |

**Revenue Narrative:**

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