



Agenda

Regular Meeting of the Quality
of Life Committee
August 19, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

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. CYC Strategic Plan Presentation (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)
6. Public Comment
7. Action Items: Consent Agenda
 - a. Request for Approval of the August 5, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 08/19/2026

- b. Request for Approval of the New Mexico State Library Appropriation General Obligation Bond for the Support of Library Services in the Total Amount of \$347,026.21 Through June 30, 2029. (Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

Committee Review:

Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

- c. Request for Approval of a Budget Adjustment Request (BAR) to Re-Appropriate Funding from FY26 to FY27 in the Amount of \$128,314 that was Allocated for B&D Industries, Inc. for the Ice Arena Cooling Towers Installation. (Tom Miller, Recreation Division Director; temiller@santafenm.gov)

Committee Review:

Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

- d. Request for Approval of a Memorandum of Understanding with the Consulate of Mexico in Albuquerque to Promote, Develop, and Strengthen Joint Cultural, Artistic, and Civic Projects and Activities, for the Benefit of the Mexican Community and the Residents of the City. (Johanna Nelson, Economic Development Director; jcnelson@santafenm.gov and Randy Randall, TOURISM Santa Fe Executive Director; rrandall@santafenm.gov)

Committee Review:

Quality of Life Committee: 08/19/2026
Governing Body: 08/26/2026

- e. CONSIDERATION OF BILL NO. 2026-13. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Alma Castro and Councilor Paul Bustamante)
A Bill Amending the City of Santa Fe's Public Campaign Finance Code, Chapter 9-3 SFCC 1987, to Increase the Amount of Funding Available for Publicly Financed Candidates for Municipal Office; Increasing the Funding Amounts for City Council, Municipal Judge, and Mayoral Candidates; Repealing Section 9-3.12 SFCC 1987, Qualified Small Contributions; and Repealing Section 9-3.13 SFCC 1987, Additional Reports of Qualified Small Contributions; Additional Matching Payments from the Fund. (Geraldyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

Committee Review:

Governing Body (Introduction): 07/29/2026
Governing Body (Public Comment): 08/12/2026
Quality of Life Committee: 08/19/2026
Finance Committee: 08/24/2026
Governing Body: 09/09/2026

- f. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia, Councilor Paul Bustamante)
A Resolution Suspending the Annual Fishing Derby in Santa Fe River; Approving a Children's Fishing Derby Event on City Property in Nichols

Reservoir on September 26th, 2026; and Directing the City Manager and Designated City Staff to Take the Necessary Steps to Organize the Event.
(Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/12/2026

Public Works and Utilities Committee: 08/17/2026

Quality of Life Committee: 08/19/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Wednesday September 2, 2026
14. 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, AUGUST 5, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NM**

1. CALL TO ORDER

A regular meeting of the Quality of Life Committee was called to order by Councilor Alma Castro, Chair, at 5:05 pm, on Wednesday, August 5, 2026, in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, NM.

2. ROLL CALL

MEMBERS PRESENT

Councilor Amanda Chavez
Councilor Jamie Cassutt
Councilor Elizabeth Barrett
Councilor Alma Castro, Chair

MEMBERS ABSENT

Councilor Patricia Feghali, excused

OTHERS PRESENT

Johanna Nelson, Director, Economic Development and Creative Industries
Sandy Emory, Community Services Director
Loretta Olguin, Business Operations Manager, Economic Development and Creative Industries

3. APPROVAL OF AGENDA

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

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

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

VOTE The motion passed on a voice vote.

5. PRESENTATIONS

A. DOMESTIC VIOLENCE TRAINING PRESENTATION

Given.

6. PUBLIC COMMENT

None.

7. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE JULY 22, 2026, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF \$155,390 FROM UNANTICIPATED GRT/ONE-TIME FUNDS FOR THE SOUTHSIDE LIBRARY OPERATIONS TO OPEN THE SOUTHSIDE LIBRARY ON SUNDAYS.

Approved on consent.

C. REQUEST FOR APPROVAL OF THE PURCHASE OF 24 POLICE VEHICLES INCLUDING EQUIPMENT AND LABOR COSTS ASSOCIATED WITH EACH VEHICLE IN THE TOTAL AMOUNT \$2,209,187.75 FROM CHALMERS FORD, MHQ, AND CODE 3 SERVICE LLC.

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO ITEM #23-0551 MEMORANDUM OF UNDERSTANDING WITH SANTA FE COUNTY TO INCREASE THE COMPENSATION BY \$20,000 FOR A NEW TOTAL AMOUNT OF \$245,000 FOR LOCAL LDWI GRAND FUNDS.

Approved on consent.

E. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF \$750,000, WITH \$500,000 FROM THE LODGERS TAX FUND AND \$250,000 FROM THE GENERAL FUND TO SALARIES AND BENEFITS FOR NEW POSITIONS WITHIN

THE POLICE DEPARTMENT.

Approved on consent.

- F. REQUEST FOR APPROVAL FO COOPERATIVE GRANT AGREEMENT WITH NEW MEXICO TOURISM DEPARTMENT FOR MARKETING IN THE TOTAL AMOUNT OF \$259,527 THROUGH JUNE 30, 2027.**

Approved on consent.

- G. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S (:"CITY'S") REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2027; ACCEPTING THE NORTH CENTRAL REGIONAL SERVICES PROVIDED BY THE CITY OF SANTA FE \$1,421,890; AND APPROVING THE SUBMISSION OF THE CITY'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2027 TO THE NCRTD'S BOARD OF DIRECTORS FOR APPROVAL.**

Approved on consent.

8. ACTION ITEMS: DISCUSSION AGENDA

None.

9. EXECUTIVE SESSION

None.

10. MATTERS FROM STAFF

Heard.

11. MATTERS FROM THE COMMITTEE

None.

12. MATTERS FROM THE CHAIR

Heard.

13. NEXT MEETING: WEDNESDAY, AUGUST 19, 2026

14. ADJOURN

There being no further business before the Committee, the meeting adjourned at 6:00 pm.

Councilor Alma Castro, Chair

Elizabeth Martin

[Elizabeth Martin \(Aug 13, 2026 12:32:45 MDT\)](#)

Elizabeth Martin, Stenographer



The Purchasing Memo

Date: August 10, 2026

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

From: Margaret M. Neill, Library Division Director *MARGARET NEILL*

Via: Sandra Emory, Community Services Director *Sandra Emory*

Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

Subject: 2024 GO Bond for Libraries

ITEM AND ISSUE:

Request for Approval of the New Mexico State Library Appropriation General Obligation Bond for the Support of Library Services in the total amount of \$347,026.21 Through June 30, 2029.

(Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

BACKGROUND AND SUMMARY:

The 2024 General Obligation Bond was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials (books, periodicals, videos, audio, etc.), or for equipment and supplies that provide or enhance access to information for library patrons. No application was required to receive this award. The library receives this funding because it meets State Library criteria for a public library in the State of New Mexico. The award period ends June 30, 2029.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Library Fund/251

Munis Org Name/Number: Library Programs/2510101

Munis Object Name/Number: Books, Subscripts, Periodicals/530700; Data Processing Equip
InvExempt/572800; Furniture & Fixtures InvExempt/572000; Software Subscriptions/530710

Budget Officer / Designee: *Andrew J. Hopkins* **Date:** **08/12/2026**

Budget Officer 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: LIB2425103

Approval: ERIKA LUJAN
ERIKA LUJAN (Aug 12, 2026 16:27:54 MDT) Title: Grants Manager Date: 08/12/2026
Comment/Exceptions: _____

ATTACHMENTS:

Grant Agreement
Project Ledger
BAR



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 08/05/2026

Project Title: GO Bond for Libraries

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: Community Services/Library Project Manager: Margaret M. Neill Ext: 6788

Project Date Range: 07/01/2026 to 06/30/2029 ☐ Create Fixed Asset

Project ID: LIB2425103

Grant ID: S2708

Approved By: BSGL 08.12.26/ ERIKA LUJAN

(Finance Use Only)

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

Funding Source: Revenue: GO Bond for Libraries % of Funding: 100%

MUNIS ORG: 2510101 MUNIS OBJ: 490230 Awarded Amount: \$347,026.21

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: Expenditure MUNIS ORG: 2510101 MUNIS OBJ: 530700, 572800, 572000, 530710

Grants Only (list all grants if applicable):

Grantor Name: NMDCA-NMSL Grant Agreement Awarded Amount: \$347,026.21

AR Charge Code: 2510101.490230 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: Project No. A24-I5398 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

**STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Department of Cultural Affairs, New Mexico State Library Division**, (“**Department**”) or abbreviation such as “**NMSL**”, 1209 Camino Carlos Rey, Santa Fe, NM 87507, and **Santa Fe, City of** (“**Grantee**”) on behalf of the **Santa Fe Public Library**, (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 2024, Chapter 64, Section 10, Paragraph B(1)(a), 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, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department determined the amount of the Allocation based on the criteria described in Rule 4.5.8.8 NMAC (“Distribution of Funds”); 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 DATE

- A. Project No. A24-I5398 (“**Project**”), 30-JUN-2029 (“**Reversion Date**”). Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), Six Million Dollars and Zero Cents (\$6,000,000.00), for equipment, library furniture, fixtures and supplemental library

resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at non-tribal public libraries statewide.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

- B. Grantee's total reimbursements shall not exceed **Three Hundred Forty Seven Thousand Twenty Six Dollars and Twenty One Cents \$347,026.21** ("Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, Zero Dollars (\$0.00), which equals insert the appropriation amount minus the AIPP amount in words and dollars ("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 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 Library Director and Fiscal Officer identified in the most recent grant application or other documentation provided to the NMSL as the Points of Contact for all matters related to this Agreement. The Grantee shall notify the NMSL in writing within ten (10) business days of any changes to these representatives or their contact information during the term of this Agreement.
- B. The Department designates the person(s) listed below, or their successors, as the Points of Contact for matters related to this Agreement.
 - a. Department: New Mexico State Library
 - i. Name: Carmelita Aragon
 - ii. Title: Library Development Services Bureau Chief
 - iii. Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
 - iv. Email: Carmelita.Aragon@dca.nm.gov
 - v. Telephone: 505-476-9740

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 30th 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. 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 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.
 - 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. 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; or
 - c. **Ninety (90) days from the 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 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.
- 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 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 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, **Santa Fe, City of** and **Santa Fe Public Library** may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. **Santa Fe, City of** and **Santa Fe Public Library** 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 **Santa Fe, City of** and **Santa Fe Public Library** or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Santa Fe, City of** and **Santa Fe Public Library** 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 **Santa Fe, City of** and **Santa Fe Public Library**, **Santa Fe, City of** and **Santa Fe Public Library** may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, **Santa Fe, City of** and **Santa Fe Public Library** 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 Principles 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, policymaking, 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.

GRANTEE

Signature of Official with Authority to Bind Grantee

Print Name and Title of Official with Authority to Bind Grantee

Date

DEPARTMENT OF CULTURAL AFFAIRS

Debra Garcia y Griego, Cabinet Secretary

Date

Greg Geisler, Division Director, CFO, Administration
Services Division

Date

Max DeAzevedo, General Counsel

Date

Eli Guinee, State Librarian

Date

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch

Sarah Piltch (Aug 10, 2026 20:53:42 MDT)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

Notice of Obligation to Reimburse Grantee # _____

DATE: _____
TO: Department Representative: _____,
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: _____

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

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

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

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit B

I. Grantee Information

(Must match your DFA Substitute W-9 Form)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City, State, Zip

C. Contact Name/Phone #:

D. Grant No:

E. Project Title:

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. Amount Requested this Payment:

F. Reversion Amount (if applicable) :

G. Grant Balance:

H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year :

2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐

I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐

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.

☐

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.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

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

Date

Division Grant Manager

Date

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[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 ensuring 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.

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 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.

Administrative code is subject to change. Please always check for the most up-to-date version online.

GO BONDS

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 8 DISTRIBUTION OF GENERAL OBLIGATION STATE OF NEW MEXICO BOND FUNDS TO PUBLIC LIBRARIES

4.5.8.1 ISSUING AGENCY: Cultural Affairs Department - State Library Division.
[4.5.8.1 NMAC - N, 2/14/2008]

4.5.8.2 SCOPE: Local public libraries.
[4.5.8.2 NMAC - N, 2/14/2008]

4.5.8.3 STATUTORY AUTHORITY: Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.8.3 NMAC - N, 2/14/2008]

4.5.8.4 DURATION: Permanent.
[4.5.8.4 NMAC - N, 2/14/2008]

4.5.8.5 EFFECTIVE DATE: February 14, 2008 unless a later date is cited at the end of a section.
[4.5.8.5 NMAC - N, 2/14/2008]

4.5.8.6 OBJECTIVE: The objective of this rule is to describe the state of New Mexico general obligation bond funds distribution to public libraries program (hereinafter “the library bond program”) and to establish criteria and procedures for distribution of the funds. The purpose of the library bond program is to provide supplemental funds for library resources when such funds are approved by the legislature and the voters in statewide elections. The library bond program funds library resources and equipment for public libraries statewide, including the rural library services of the state library.
[4.5.8.6 NMAC - N, 2/14/2008]

4.5.8.7 DEFINITIONS:

A. “Annual report” means the report required annually by the state library from a public library.

B. “Authorized expenditure period” means the period from when a purchase order is approved by the cultural affairs department until ninety (90) days prior to the ending date specified in the authorizing legislation.

C. “Basic public library services” means services provided by a local public library that include circulating library collections, basic reference service, and educational programs.

D. “Equipment” means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library’s clients.

E. “Fiscal year” means July 1 through June 30.

F. “Legal service area” means the geographic area for which a public library has been established to offer services and from which the library derives income. This includes the entire service area of the local public library or library system and does not include merely the general service area of any one branch. The most recent U.S. census determines the population of the legal service area if the population figures are given separately for that area. If the census does not have a discreet population figure for the legal service area, then the state library and the library whose population is at issue shall work together to arrive at a mutually

acceptable population figure. If this is not possible, the state library in its sole discretion shall determine the population for the library's legal service area.

G. "Library resources" means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.

H. "Library system" means the agency that is legally established to provide public library service to the legal service area population. A library system may have a single outlet or more than one outlet.

I. "Local funding authority" means local or sovereign governments recognized by the department of finance and administration.

J. "Local public library" means a New Mexico organization that offers basic public library services within its legal service area and is open to the public at least fifteen (15) hours per week and a minimum of two (2) days each week.

K. "Rural library services" means those services provided by the state library to persons in the state who do not have access to a local public library. These services include bookmobiles and the books-by-mail service.

L. "Supplemental funds" means funds that are provided from sources other than the regular library budget derived from the local funding authority. Supplemental funds are not intended to replace any part, or all, of the library's regular budget.

[4.5.8.7 NMAC - N, 2/14/2008]

4.5.8.8 DISTRIBUTION OF FUNDS: Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U.S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and,

(b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

4.5.8.9 SOURCE OF FUNDS: The state legislature is the sole authority for authorizing bond funding to support acquisition of library resources and equipment, including authorizing the placement of general obligation bonds on an election ballot. These library bond program funds must be approved by the voters before they are made available to libraries.

[4.5.8.9 NMAC - N, 2/14/2008]

4.5.8.10 LIMITATION ON FUNDS:

A. Library bond program funds may be approved by the state legislature only during legislative sessions convened in even numbered years. The amount of bond funds received for distribution by the state library may vary depending on the amounts approved by the state legislature and subsequently approved by the voters.

B. Notwithstanding language elsewhere in this rule, the state library may, in its sole discretion, alter the distribution amounts to reflect the actual amount of approved bond funds.

C. Funds shall be expended in the fiscal year in which they are made available, unless otherwise stated in the authorizing legislation.

[4.5.8.10 NMAC - N, 2/14/2008]

4.5.8.11 ADMINISTRATION OF FUNDS:

A. The state library shall administer the library bond program.

B. Allocated funds shall be sent on a reimbursement basis from the state library by check or electronic fund transfers to the library or local funding authority. Libraries must submit a reimbursement request form and expenditure documentation receipts for eligible expenditures prior to being reimbursed. Upon verification of the expenditure documentation receipts, the state library shall approve reimbursement.

C. Reimbursements shall be submitted in the fiscal year in which the funds were expended.

D. All requests for reimbursement shall be submitted within the authorized expenditure period.

[4.5.8.11 NMAC - N, 2/14/2008]

4.5.8.12 APPEALS:

A. In the event that library bond program funds are denied to a local library under the provisions of Subsection E of 4.5.8.8 NMAC, an appeal may be made by the local library or the local funding authority.

B. Such appeal shall be made in writing to the state librarian within ten (10) days of notification of denial of funds. The appeal should state all facts and conditions relating to the appeal.

C. The appeal shall be considered and ruled upon by the state library commission at its next regularly scheduled meeting.

[4.5.8.12 NMAC - N, 2/14/2008]

HISTORY OF 4.5.8 NMAC: [RESERVED]

State General Obligation (GO) Bond Expenditures Guidance Sheet

The 4.5.8 New Mexico Administrative Code (NMAC) governs the GO Bond distribution to Public Libraries program. GO Bond funds are intended to supplement library collections and resources and are not intended to replace any part, or all, of a library's regular operating budget or local financial support.

Under the maintenance of effort requirements in 4.5.8 NMAC, a library's book or materials budget may not be reduced by the local funding authority because the library receives GO Bond funds. If this occurs, the library will be ineligible to receive funding in the next GO Bond cycle. Receipt of GO Bond funds does not relieve the local funding authority of its responsibility to maintain financial support for the library.

Because GO Bonds are state monies, purchases made with GO Bond funds may not be counted toward the library's required local matching funds under 4.5.2 NMAC for State Grants-in-Aid eligibility.

This is not an exhaustive list of allowable and non-allowable expenditures. The New Mexico State Library (NMSL) cannot guarantee that an expenditure will be reimbursed unless the library follows the Notice of Obligation (NOO) process prior to making a purchase. If you have questions about a proposed expenditure, contact the Library Development Bureau prior to making the purchase, SL.Development@dca.nm.gov

Allowable Expenditures – State GO Bond funds **can** be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Processing materials, e.g., spine labels, barcodes, and other such items.
 - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Such items must be in the library's catalog and accessible to patrons for checkout.
- Library Equipment
 - Technological and mechanical items that are used to deliver library services, including computers, software and related peripherals (e.g., printers, scanners, wireless routers), as well as security equipment, servers, thin client terminals, and network infrastructure (including wireless and telecommunications), automation systems, broadband internet equipment and installation, and other technology used to support patron access to information.
- Furniture
 - Movable items that support the use and functionality of the library space *for patrons*, including desks, chairs, tables, shelving, and similar furnishings.
- Fixtures
 - Items permanently attached to the library that become part of the building and support or improve the use and functionality of the space, including wall or ceiling mounted lighting, window coverings, security gates or theft detection systems, fixed study carrels attached to walls or floors, and similar fixtures.

See page 2 for Non-Allowable Expenditures

Non-Allowable Expenditures – State GO Bond funds **cannot** be used for:

- Library staff salaries or professional development.
- Administrative expenses or indirect costs such as budgeting, accounting, financial management, data processing, legal services, product warranties, service contracts, or maintenance contracts.
- Library programming supplies, e.g., craft materials, office supplies such as copy paper, folders, glue, etc.
- Food, giveaways, incentives, or prizes, library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies), or similar items.
- Any expenditures that do not directly support the information needs of library patrons or aren't associated with the delivery of basic library services. This includes, but is not limited to, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, library building insurance, cleaning supplies and equipment (e.g., vacuums, mops, brooms, trash cans, etc.), toilet paper, paper towels, interior/exterior paint, or similar expenditures.
- Capital improvements and construction.

24GOBondPacket081126

Final Audit Report

2026-08-11

Created:	2026-08-11
By:	Margaret Neill (mmneill@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeGio3WNtzYrw65wx4wvPWBaFSfHsGaeS
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Number of Documents:	1
Document page count:	34
Number of supporting files:	0
Supporting files page count:	0

"24GOBondPacket081126" History

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-  Document e-signed by Margaret Neill (mmneill@santafenm.gov)
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2026-08-11 - 8:17:11 PM GMT



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Signature: 

Email: mfmaestas@santafenm.gov

\$347,026.21-FY27 24GOBond Packet

Final Audit Report

2026-08-14

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By:	BRITTANY GURULE (bsgurule@santafenm.gov)
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Number of Documents:	1
Document page count:	36
Number of supporting files:	0
Supporting files page count:	0

"\$347,026.21-FY27 24GOBond Packet" History

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 Agreement completed.

2026-08-14 - 6:13:55 PM GMT



CITY OF SANTA FE

DATE: July 29, 2026

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Sandy Emory, Community Services Department Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Tom Miller, Recreation Division Director *Tom Miller*
Tom Miller (Aug 11, 2026 14:35:12 MDT)

ITEM AND ISSUE:

Request Approval to re-appropriate funding from FY26 to FY27 in the amount of one hundred twenty-eight thousand three hundred fourteen dollars (\$128,314) that was allocated for B&D Industries, Inc. for the Ice Arena Cooling Towers Installation.

BACKGROUND AND SUMMARY:

Community Services Department/Recreation Division initiated a Purchase Order in FY26, PO 22605110 for the removal and replacement of the Ice Arena cooling towers. The work was scheduled to be completed by June 30, 2026; however, we encountered a mechanical issue that would not allow the water to be isolated. We had to design and install a bypass water valve which delayed the project past the FYE.

ACTION REQUESTED:

The Community Services Department/Recreation Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	550	GCCCOMCTR	Acct	550-35-10-4200-265-00-000-520400-	
Org	5500265	GCC IceOps	Acct name	Rep & Maint Machin & Equip	
Object	520400	R&M M/E	Type	Expense	Status Active
Project			Rollup	GCGIR	GCCIceArenaOpsRMC
			Sub-Rollup		
					☐ MultiYr Fund

	4 Year Comparison	Current Year	History	4 Year Graph	History Graph
Yr/Per 2026/13		Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	.00	.00	.00	252,000.00	
Transfers In	252,000.00	15,000.00	.00	.00	
Transfers Out	.00	-1,100.00	.00	.00	
Revised Budget	252,000.00	13,900.00	.00	252,000.00	
Actual (Memo)	40,258.19	13,961.58	.00	18,997.89	
Encumbrances	.00	.00	.00	7,500.00	
Requisitions	.00			.00	
Available	211,741.81	-61.58	.00	225,502.11	
Percent used	15.98	100.44	.00	10.52	

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

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Community Services Department/Recreation Division				8/11/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Repair & Maintenance Machinery & Equipment	5500265	520400		128,314	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 128,314	\$ -

Re-appropriate funding from FY26 to FY27.	{Complete section below if BAR results in a net change to ANY Fund} <table><tr><td>Fund(s) Affected</td><td>Fund Balance Increase/(Decrease)</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>TOTAL:</td><td>0</td></tr></table>	Fund(s) Affected	Fund Balance Increase/(Decrease)							TOTAL:	0
Fund(s) Affected		Fund Balance Increase/(Decrease)									
TOTAL:	0										

Marcella Apodaca	8/11/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	Aug 12, 2026
Prepared By {print name}	46	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	Budget Officer	Date
<u>Tom Miller</u>	Aug 11, 2026		Finance Director {≤ \$5,000}	Date
Division Director Signature {optional}	Date		City Manager {≤ \$60,000}	Date
<u>Sandra Emory</u>	Aug 11, 2026			
Department Director Signature	Date			

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN
ALBUQUERQUE, NEW MEXICO, AND THE CITY OF SANTA FE, NEW MEXICO,
REGARDING CULTURAL, ARTISTIC, AND CIVIC COOPERATION**

This Memorandum of Understanding (hereinafter, the “**MoU**”) is entered into by and between the **Consulate of Mexico in Albuquerque, New Mexico** (hereinafter, the “**Consulate**”), and the **City of Santa Fe, New Mexico** (hereinafter, the “**City**”), collectively referred to as the “**Parties**”;

WHEREAS, the deep historical, cultural, and linguistic bond between the United Mexican States and the State of New Mexico, which has contributed to a shared cultural identity and to the strengthening of bilateral cooperation;

RECOGNIZING the desire to strengthen the existing cooperation between the Consulate and the City in order to foster and collaborate on cultural, artistic, and civic projects that promote the participation of the Mexican community and mutual understanding, for the benefit of both governments and their peoples;

HIGHLIGHTING that, since 2016, the City of Santa Fe has actively collaborated in civic and cultural celebrations organized by the Consulate, demonstrating its commitment to diversity, the arts, and shared cultural heritage;

TAKING INTO CONSIDERATION that the Parties wish to establish a formal framework for cooperation that facilitates the planning, promotion, and development of joint activities in the fields of culture, arts, and civics, in accordance with the Vienna Convention on Consular Relations of 1963 and the applicable laws of both countries;

The Parties have reached the following understanding:

Article I
Objective

The objective of this MoU is to establish a framework for cooperation between the Parties in order to promote, develop, and strengthen joint cultural, artistic, and civic projects and activities, for the benefit of the Mexican community and the residents of the City.

Article II
Areas of Cooperation

To achieve the purpose of this MoU, the Parties agree to collaborate, within the scope of their respective authorities, on the following actions:

- a) To promote cultural and artistic exchange through the joint organization of exhibitions, festivals, performances, workshops, and other creative expressions that enhance mutual understanding and cultural diversity;
- b) To promote civic education and community participation through activities that reinforce the values of inclusion, respect, identity, and belonging;
- c) To recognize and disseminate the historical and cultural contributions of the Mexican and Mexican-American community to the development of the City of Santa Fe and the State of New Mexico;
- d) To facilitate institutional dialogue between the Consulate and the City, as well as with other public, private, and academic entities, for the planning and implementation of joint activities; and
- e) To promote respect for and appreciation of shared cultural heritage, within the framework of the applicable laws and regulations of the United States of America and the United Mexican States.

Article III

Responsibilities of the Parties

1. The Consulate intends to:

- a) Organize cultural, artistic, and civic events such as exhibitions, conferences, forums, and community fairs, including the celebration of Mexico's Independence Day, also known as "El Grito";
- b) Provide the City with the information necessary for the planning and implementation of events within agreed timeframes;
- c) Encourage the participation of the Mexican community in cultural, artistic, and civic events organized by the City;
- d) Promote, through its institutional communication channels, the cultural, artistic, and tourism-related activities of the City of Santa Fe, as well as disseminate events carried out in collaboration with the City, with the purpose of strengthening its international visibility and fostering bilateral understanding between Mexico and New Mexico.

2. The City intends to:

- a) Make available, at no cost to the Consulate, public spaces, municipal facilities, and services reasonably necessary for the implementation of activities carried out under this MoU.

Pursuant to Article IX, Section 14, of the Constitution of the State of New Mexico (the *Anti-Donation Clause*), it is acknowledged that such provision does not restrict the waiver of fees between governmental entities. Furthermore,

pursuant to Section 5 of City of Santa Fe Resolution 2013-103, said provision does not apply to Memoranda of Understanding entered into between the City and another governmental entity; therefore, such waivers may be granted in full compliance with applicable local law.

- b) Waive fees associated with events organized under this MoU, including, but not limited to, Police and Fire Department fees, vendor permit fees, and City costs related to coordination, supervision, security, and cleanup of events conducted pursuant to this instrument;
- c) Designate a point of contact to coordinate the implementation of this instrument and provide reasonable assistance to the Consulate in the organization of events;
- d) Facilitate and process, in accordance with applicable law, the permits necessary for events agreed upon by the Parties and held at City public facilities;
- e) Invite the Consulate, when appropriate, to participate in events organized by the City that promote cultural diversity and bilateral understanding.

Article IV

Relationship Between the Parties

Nothing contained in this MoU, or related thereto, shall be construed as creating a legal partnership, joint venture, agency, exclusive arrangement, or any similar relationship between the Parties. Employees, agents, or officials of either Party shall not be considered employees, agents, or officials of the other Party. Accordingly, employees, agents, or officials of the City shall not be entitled to any privileges, immunities, compensation, or reimbursement, nor shall they be authorized to assume commitments on behalf of the Consulate or any other agency of the Government of Mexico.

The Parties shall not be responsible for activities assigned to the other Party. Neither Party may obligate the other to undertake any activity without the prior consent of that Party.

Article V

Authorized Representatives of the Parties

For the purposes of this MoU, the authorized representatives of the Parties, to whom notices, requests, and formal communications shall be directed, are as follows:

- **For the Consulate:**
Title: Deputy Consul or Head of Cultural Affairs
Address: 1610 4th St NW, Albuquerque, New Mexico 87102

Telephone:

Email:

- **For the City:**

Title: TBD

Address: 200 Lincoln Avenue, Santa Fe, New Mexico 87504

Telephone: (505) 955-6590

Email:

The authorized representatives of the Parties may meet by mutual agreement as deemed necessary.

Article VI

Notices

All notices, requests, and formal communications between the Parties pursuant to this MoU shall be deemed duly delivered when made in writing or by email with acknowledgment of receipt and addressed to the authorized representatives.

Article VII

Dispute Resolution

Any dispute arising from the interpretation or application of this MoU shall be resolved by the Parties through mutual agreement and in writing through negotiations in good-faith.

Article VIII

Privileges and Immunities

Nothing in this MoU shall be construed as an express or implied waiver of the rights, privileges, and immunities afforded to the Consulate, its property, archives, or consular officers under the Vienna Convention on Consular Relations, applicable bilateral treaties between the United Mexican States and the United States of America, or domestic laws. To the extent that any provision of this MoU conflicts with the Vienna Convention, the provisions of the Convention shall prevail.

Article IX

Final Provisions

This MoU shall enter into force on the date of its signature, shall remain in effect for a period of four years, and may be amended by the express written consent of the Parties, specifying the effective date of such amendment.



Either Party may terminate this MoU by providing written notice to the other Party. In the event of termination, any ongoing cooperative activities shall continue until completion, unless the Parties agree otherwise in writing.

This MoU shall be interpreted in accordance with the principles of cooperation, good faith, and mutual understanding. No person or entity other than the Parties shall have any right, title, or interest under this MoU, nor shall any third party be entitled to enforce its provisions.

Executed in Santa Fe, New Mexico, on the ____ day of _____, 2026, in two original counterparts, each in the Spanish and English languages, both texts being equally authentic.

**FOR THE CONSULATE OF MEXICO IN
ALBUQUERQUE, NEW MEXICO**

**FOR THE CITY OF SANTA FE, NEW
MEXICO**

**Gabriela Patricia Pinzón Sánchez
Consul of Mexico**

**Michael J. Garcia
Mayor of Santa Fe**

Honorary Witnesses

TBD

TBD

ATTEST:

Geralyn Cardenas, City Clerk

Approved to Form and Legal Sufficiency:

Marcos D. Martínez
Marcos D. Martínez (Aug 11, 2026 13:03:04 MDT)

Marcos D. Martínez, City Attorney



MEMORÁNDUM DE ENTENDIMIENTO ENTRE EL CONSULADO DE CARRERA DE MÉXICO EN ALBUQUERQUE, NUEVO MÉXICO Y LA CIUDAD DE SANTA FE, NUEVO MÉXICO EN MATERIA DE COOPERACIÓN CULTURAL, ARTÍSTICA Y CÍVICA

El presente **Memorándum de Entendimiento** (en adelante, “*MdE*”), se celebra entre el **Consulado de Carrera de México en Albuquerque, Nuevo México** (en adelante, “*el Consulado*”) y la **Ciudad de Santa Fe, Nuevo México** (en adelante, “*la Ciudad*”), que conjuntamente podrán denominarse “*las Partes*”;

CONSIDERANDO el profundo vínculo histórico, cultural y lingüístico entre los Estados Unidos Mexicanos y el estado de Nuevo México, lo cual ha contribuido a la identidad cultural compartida y al fortalecimiento de la cooperación bilateral;

RECONOCIENDO el deseo de fortalecer la cooperación existente entre el Consulado y la Ciudad con el propósito de fomentar y colaborar en proyectos culturales artísticos y cívicos que promuevan la participación de la comunidad mexicana y la comprensión mutua en beneficio de ambos gobiernos y sus pueblos;

DESTACANDO que la Ciudad de Santa Fe ha colaborado activamente desde 2016 en celebraciones cívicas y culturales organizadas por el Consulado, demostrando su compromiso con la diversidad, el arte y el patrimonio cultural compartido;

TENIENDO PRESENTE que es deseo de las Partes establecer un marco formal de cooperación que facilite la planeación, promoción y desarrollo de actividades conjuntas en materia de cultura, arte y civismo, de conformidad con la Convención de Viena sobre Relaciones Consulares de 1963 y la legislación aplicable de ambos países;

Las Partes han alcanzado el siguiente entendimiento:

Artículo I Objeto

El presente MdE tiene por objeto establecer un marco de cooperación entre las Partes, con el propósito de promover, desarrollar y fortalecer proyectos y actividades conjuntas en materia cultural, artística y cívica, en beneficio de la comunidad mexicana y de los habitantes de la Ciudad.

Artículo II Áreas de cooperación

Para cumplir con el objeto del MdE, las Partes acuerdan colaborar en las siguientes acciones en el ámbito de sus respectivas competencias:



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- a. Fomentar el intercambio cultural y artístico, mediante la organización conjunta de exposiciones, festivales, presentaciones, talleres y otras expresiones creativas que fortalezcan el entendimiento mutuo y la diversidad cultural;
- b. Promover la educación cívica y la participación comunitaria a través de actividades que refuercen los valores de inclusión, respeto, identidad y pertenencia;
- c. Reconocer y difundir la contribución histórica y cultural de la comunidad mexicana y mexicoamericana al desarrollo de la Ciudad de Santa Fe y del Estado de Nuevo México;
- d. Facilitar el diálogo institucional entre el Consulado y la Ciudad, así como con otras entidades públicas, privadas y académicas, para la planeación y ejecución de actividades conjuntas; y
- e. Impulsar el respeto y la valoración del patrimonio cultural compartido dentro del marco de las leyes y regulaciones aplicables de los Estados Unidos de América y de los Estados Unidos Mexicanos.

Artículo III

Responsabilidades de las Partes

1. El **Consulado** se compromete a:
 - a) Organizar eventos culturales, artísticos y cívicos como exposiciones, conferencias, foros y ferias comunitarias, incluyendo la celebración del Día de la Independencia de México, también conocida como “El Grito”.
 - b) Proporcionar a la Ciudad la información necesaria para la planeación y ejecución de los eventos en los tiempos acordados;
 - c) Promover la participación de la comunidad mexicana en los eventos culturales, artísticos y cívicos organizados por la Ciudad;
 - d) Promover, a través de sus canales institucionales, las actividades culturales, artísticas y turísticas de la Ciudad de Santa Fe, así como difundir los eventos realizados en colaboración con la Ciudad, con el propósito de fortalecer su proyección internacional y el entendimiento bilateral entre México y Nuevo México.
2. La **Ciudad** se compromete a:
 - a) Facilitar, sin costo para el Consulado, los espacios públicos, instalaciones municipales y servicios necesarios para la realización de las actividades derivadas del presente Memorándum de Entendimiento.

De conformidad con el artículo IX, Sección 14, de la Constitución del Estado de Nuevo México (*Cláusula Antidonación*), se reconoce que dicha disposición no restringe las exenciones de tarifas entre entidades



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gubernamentales. Asimismo, conforme a la Sección 5 de la Resolución 2013-103 de la Ciudad de Santa Fe, se establece que dicha disposición no es aplicable a los Memorándums de Entendimiento celebrados entre la Ciudad y otra entidad gubernamental, por lo que las exenciones podrán otorgarse plenamente dentro del marco legal local.

- b) Eximir al Consulado de todas las tarifas asociadas con los eventos organizados en el marco del MdE, incluidas, entre otras, tarifas de Policía y Bomberos, cuotas de permisos de vendedores y gastos municipales de personal y operativos vinculados a la coordinación, supervisión, seguridad y limpieza de los eventos realizados bajo este instrumento.
- c) Designar un punto de contacto para coordinar la implementación del presente instrumento, proporcionando las facilidades correspondientes al Consulado para la organización de los eventos;
- d) Facilitar y tramitar los permisos necesarios, conforme a la normativa aplicable, al Consulado para los eventos acordados entre las Partes que se lleven a cabo en las instalaciones públicas de la Ciudad; y
- e) Invitar al Consulado, cuando corresponda, a participar en eventos organizados por la Ciudad que promuevan la diversidad cultural y el entendimiento bilateral.

Artículo IV

Relación entre las Partes

Nada de lo dispuesto en el presente MdE o relacionado con el mismo se interpretará en el sentido de establecer una asociación jurídica, empresa conjunta, agencia, acuerdo de exclusividad u otra relación similar entre las Partes, por lo que los empleados, agentes u oficiales de cada una de las Partes no serán considerados empleados, agentes u oficiales de la otra Parte. Por lo tanto, los empleados, agentes u oficiales de la Ciudad no tendrán derecho a prerrogativas, inmunidades, remuneraciones o reembolsos ni estarán autorizados para asumir compromisos en representación del Consulado o de alguna otra agencia del Gobierno mexicano.

Las Partes no serán responsables por las actividades asignadas a la otra. Ninguna de las Partes podrá obligar a la otra a ejecutar cualquier actividad sin el consentimiento previo de esa Parte.

Artículo V

Representantes Autorizados de las Partes



Para los efectos del presente instrumento, los representantes autorizados por las Partes, a quienes se deben dar avisos, solicitudes y comunicaciones formales son los siguientes:

- **El Consulado** será representado por:
Cargo: Cónsul Adscrita o Encargado de Asuntos Culturales
Dirección: 1610 4th St NW, Albuquerque, Nuevo México, 87102
Teléfono:
Correo electrónico:
- **La Ciudad** será representada por:
Cargo: TBD
Dirección: 200 Lincoln Avenue, Santa Fe, New Mexico 87504
Teléfono: (505) 955-6590
Correo:

Los representantes de las Partes se reunirán de considerarlo necesario.

Artículo VI

Notificaciones

Todos los avisos, solicitudes y comunicaciones formales entre las Partes por virtud del presente MdE se entenderán por entregados a los representantes autorizados cuando consten por escrito o vía correo electrónico con acuse de recibo.

Artículo VII

Solución de Controversias

Cualquier diferencia derivada de la interpretación o aplicación del presente MdE, será resuelta por las Partes de común acuerdo y por escrito mediante negociaciones de buena fe-

Artículo VIII

Privilegios e Inmunidades

Nada de lo dispuesto en el presente Memorándum de Entendimiento constituye o deberá interpretarse como una renuncia implícita o explícita de los derechos, privilegios e inmunidades que la Convención de Viena sobre Relaciones Consulares, los tratados bilaterales firmados entre los Estados Unidos Mexicanos y los Estados Unidos de América y las leyes domésticas confieren al Consulado, a sus bienes, archivos y a sus funcionarios consulares; ni implica, bajo ninguna circunstancia, que exista o pudiera existir una relación laboral entre el Consulado y/o sus empleados y la



Ciudad y/o sus empleados. En la medida en que lo estipulado en este MdE contravenga las disposiciones de la Convención, los términos de la Convención prevalecerán y anularán las estipulaciones en contrario.

Artículo IX

Disposiciones Finales

El presente MdE entrará en vigor a partir de la fecha de su firma, permanecerá vigente por un período de cuatro años, y podrá ser modificado por consentimiento expreso de las Partes, formalizado a través de comunicaciones escritas en las que se especifique la fecha de entrada en vigor.

Cualquiera de las Partes podrá darlo por terminado mediante notificación escrita a la otra Parte. En caso de terminación, las actividades de cooperación en curso continuarán hasta su finalización, a menos que las Partes decidan lo contrario por escrito.

Su interpretación se regirá conforme a los principios de cooperación, buena fe y entendimiento mutuo. Ninguna persona reclamará ningún derecho, título o interés en virtud del presente MdE ni intentará hacer cumplir el presente MdE como tercero beneficiario del mismo.

Firmado en Santa Fe, Nuevo México, el ____ de _____ de 2026, en dos ejemplares originales, cada uno en idiomas español e inglés, siendo ambos textos igualmente auténticos.

**POR EL CONSULADO DE MÉXICO EN
ALBUQUERQUE, NUEVO MÉXICO**

**POR LA CIUDAD DE SANTA FE,
NUEVO MÉXICO**

Gabriela Patricia Pinzón Sánchez
Cónsul de México

Michael J. Garcia
Alcalde de Santa Fe

Testigos de honor

TBD

TBD



Dar Fe:

Geralyn Cardenas, Secretario Municipal

Aprobado en cuanto a forma y suficiencia legal:

Marcos D. Martínez

Marcos D. Martínez (Aug 11, 2026 13:03:04 MDT)

Marcos D. Martínez, Abogado Municipal

MEMORANDUM OF UNDERSTANDING-English and Español v2

Final Audit Report

2026-08-11

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Date: June 30, 2026
To: Governing Body and Finance Committee
From: Geralyn F. Cardenas, City Clerk 
RE: Updating the Campaign Finance Code

EXECUTIVE SUMMARY:

The proposed bill would amend Chapter 9-3 of the City of Santa Fe's Public Campaign Finance Code to increase the amount of public financing available to candidates for municipal office. Specifically, the bill would increase the annual appropriation to the Public Campaign Finance Fund from one hundred fifty thousand dollars (\$150,000.00) to three hundred thousand dollars (\$300,000.00). It would also increase public financing for candidates in contested races, raising the amount available to mayoral candidates from sixty thousand dollars (\$60,000.00) to one hundred twenty thousand dollars (\$120,000.00) and to city councilor and municipal judge candidates from fifteen thousand dollars (\$15,000.00) to thirty thousand dollars (\$30,000.00). In addition, the bill would repeal Section 9-3.12, "Qualified Small Contributions," and Section 9-3.13, "Additional Reports of Qualified Small Contributions; Additional Matching Payments from the Fund".

BACKGROUND:

The current amounts distributed to qualified public campaign finance candidates by the City of Santa Fe is a lower amount in comparison to other municipalities that participate in public campaign financing. This is an effort to give the City's public campaign financing candidates a fairer opportunity to run against a privately financed candidate in the Regular Local Election. Additionally, this would eliminate the need for a public financed candidate to solicit additional funds such as the Qualifies Small Contributions.

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new ~~[bracketed material]~~ = delete

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-13

INTRODUCED BY:

Councilor Alma Castro

A BILL

AMENDING THE CITY OF SANTA FE’S PUBLIC CAMPAIGN FINANCE CODE, CHAPTER 9-3 SFCC 1987, TO INCREASE THE AMOUNT OF FUNDING AVAILABLE FOR PUBLICLY FINANCED CANDIDATES FOR MUNICIPAL OFFICE; INCREASING THE FUNDING AMOUNTS FOR CITY COUNCIL, MUNICIPAL JUDGE, AND MAYORAL CANDIDATES; REPEALING SECTION 9-3.12 SFCC 1987, QUALIFIED SMALL CONTRIBUTIONS; AND REPEALING SECTION 9-3.13 SFCC 1987, ADDITIONAL REPORTS OF QUALIFIED SMALL CONTRIBUTIONS; ADDITIONAL MATCHING PAYMENTS FROM THE FUND.

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

Section 1. Section 9-2.3 of SFCC 1987 (being Ord. No. 2023-13, § 2, as amended) is amended to read:

As used in the Campaign and Public Campaign Finance Codes:

- A. *Advertisement* means a communication referring to a candidate or ballot question that is published, disseminated, distributed, or displayed to the public by print, broadcast,

1 satellite, cable or electronic media, including recorded phone messages, or by printed
2 materials, including mailers, handbills, signs and billboards, but does not include any
3 of the following:

4 (1) A communication by a membership organization or corporation to its current
5 members, stockholders or executive or administrative personnel;

6 (2) A communication appearing in a news story or editorial distributed through a print,
7 broadcast, satellite, cable or electronic medium;

8 (3) A candidate debate or forum or a communication announcing a candidate debate
9 or forum paid for on behalf of the sponsor of the debate or forum; provided that
10 two or more candidates for the same position have been invited to participate or,
11 in the case of an uncontested election, that the sponsor invited the single candidate
12 for the position to participate;

13 (4) Nonpartisan voter guides allowed by the federal Internal Revenue code of 1986,
14 as amended, for Section 501(c)(3) organizations; or

15 (5) Statements made to a court or administrative board in the course of a formal
16 judicial or administrative proceeding.

17 B. *Anonymous contribution* means a contribution for which any of the information
18 required to be recorded or reported by the Campaign Code is unknown to the persons
19 who are required to record or report it.

20 C. *Ballot proposition* means any measure, amendment or other question submitted to, or
21 proposed for submission to, a popular vote at a Santa Fe election.

22 D. *Campaign depository* means a bank, mutual savings bank, saving and loan association
23 or credit union doing business in this state under which a campaign account or
24 accounts are maintained.

25 E. *Campaign finance statement* means a report of all contributions received and

expenditures made according to a form prescribed by the city clerk which, when completed and filed, provides the information required in the sections to follow.

F. *Campaign materials* means any published communication, electronic or otherwise, disseminated to more than one hundred (100) persons that either supports the election or defeat of any identifiable candidate or candidates or supports the approval or defeat of a ballot proposal, other than communications to, or editorials, reports, or commentary by news media.

G. *Campaign treasurer* means the individual who is responsible for keeping the financial records of the political committee or candidates (the candidate may be their own campaign treasurer or deputy campaign treasurer).

H. *Candidate* means any individual who seeks election to a Santa Fe municipal office. An individual shall be a candidate when:

- (1) The individual announces publicly;
- (2) The individual files for office;
- (3) The individual accepts contributions or makes expenditures; or
- (4) Any activity is held to promote an election campaign of the individual, if that activity is endorsed or supported by that individual or if the benefits of such activity are later accepted by the individual.

I. *Charity* means an organization that is exempted from federal taxation by Title 26 United States Code, Section 501(c)(3).

J. *Contribution* means a loan, loan guarantee, gift, advance, pledge, contract, agreement or promise of money or anything of value or other obligation, whether or not these items are legally enforceable, made directly or indirectly, to a candidate or political committee, or to a person obligated to file a report under Subsection 9-2.6 SFCC 1987, for the purpose of supporting the election or defeat of any identifiable candidate or the

approval or defeat of a ballot proposition.

(1) The term “contribution” includes:

- (a) The transfer of funds or anything of value between political committees;
- (b) The transfer of anything of value for less than full consideration;
- (c) Interest, dividends or other income derived from the investment of campaign funds;
- (d) The payment for the services of an individual serving on behalf of a candidate or political committee, which payments are made by a third party;
- (e) The purchase of tickets for fundraising events such a dinners, rallies, raffles, etc. and the proceeds of collections at fundraising events; and
- (f) A coordinated expenditure.

(2) The term “contribution” does not include a volunteer’s personal services provided without compensation or the travel or personal expenses of such a campaign worker.

K. Contributor means:

(1) *Individual contributor* means an individual who makes a contribution from their personal assets which are not those of a business, corporation, partnership, labor organization, unincorporated association or political committee.

(2) *Business or organizational contributor* means an individual who uses the assets of a business, corporation, partnership, labor organization, unincorporated association or political committee as a contribution, or any business, corporation, partnership, labor organization, unincorporated association or political committee which makes a contribution.

L. *Coordinated expenditure* means an expenditure that is made

(1) By an individual or entity other than a candidate or the candidate’s political

committee; and

(2) In cooperation, consultation, or concert with, or at the request or suggestion of, a candidate, his/her representatives or agents or the candidate's political committee, including but not limited to, the following examples in subsections 9-2.3(K)(2)(a)-(d):

(a) There has been substantial discussion between the individual or entity making the expenditure and the candidate, candidate's political committee, or his/her representatives or agents. Substantial discussion includes, but is not limited to, an exchange of campaign strategies, polling information, voter lists or any other similar information that would facilitate the election or defeat of a candidate.

(b) An entity making the expenditure is directly or indirectly formed or established by or at the request or suggestion of, or with the encouragement of the candidate, candidate's political committee, or his/her representatives or agents.

(c) The candidate, candidate's political committee or his/her representatives or agents has solicited funds or engaged in other fundraising activities on behalf of the person or entity making the expenditure during the twelve-month (12) period preceding the date of the expenditure. Fundraising activities include, but are not limited to, exchanging names of potential donors or other lists to be used in engaging in fundraising activity, regardless of whether or not the individual or entity pays fair market value for the names or lists provided; or being a featured guest or speaker at a fundraising event for the benefit of the entity making the expenditure.

(d) If the individual or entity making the expenditure has employed, has in a leadership position, or has accepted a donation of the campaign related

1 professional services of any person, who, during the twelve-month period
2 preceding the date of the expenditure, has been an employee of, has advised,
3 or provided or is providing services to the candidate or candidate's political
4 committee. These services include, but are not limited to, any services in
5 support of the candidate's or candidate's political committee's campaign
6 activities, such as advertising, message, strategy or policy services, polling,
7 allocation of resources, fundraising or campaign operations.

8 (e) An expenditure is not a coordinated expenditure solely because:

9 (f) The individual or entity and a candidate or candidate's political committee use
10 the same vendor to provide polling services, printing or distribution services
11 or physical space, provided that the vendor has in place prior to the expenditure
12 a firewall to ensure that there is no exchange of information between the
13 individual or entity and the candidate or campaign committee. Evidence of an
14 adequate firewall is a vendor's formal written policy or a contractual
15 agreement with the vendor prohibiting the exchange of information between
16 the individual or entity and the candidate or candidate's political committee,
17 which policy or contract is distributed to all relevant employees, consultants,
18 and clients affected by the policy or contract. The firewall shall be designed
19 and implemented to prohibit the flow of information between employees and
20 consultants providing services to the individual and entity and to those
21 currently or previously providing services to the candidate or candidate's
22 political committee. Coordination will be presumed in the absence of such a
23 firewall; or

24 (g) The individual or entity making the expenditure interviews a candidate; has
25 endorsed a candidate; has obtained from the candidate a biography of the

1 candidate or a position paper, press release, or similar material about the
2 candidate; has invited the candidate to make an appearance before the person's
3 members, employees or shareholders; or has shared space with a candidate or
4 candidate's political committee for one or more single events of limited
5 duration.

6 M. *Election* means any regular or special Santa Fe municipal election.

7 N. *Expenditure* means a payment, transfer, distribution, or obligation, or promise to pay,
8 transfer or distribute any money or other thing of value for a political purpose,
9 including payment of a debt incurred in an election campaign.

10 O. *Fund* means the public campaign finance fund created by subsection 9-3.4 SFCC 1987.

11 P. *Independent expenditure* means an expenditure that is

12 (1) Made by a person other than a candidate or campaign;

13 (2) Not a coordinated expenditure as defined in Section 9-2, the campaign code; and

14 (3) Made to pay for an advertisement that:

15 (a) Expressly advocates the election or defeat of an identifiable candidate or the
16 passage or defeat of an identifiable question;

17 (b) Is susceptible to no other reasonable interpretation than as an appeal to vote
18 for or against a clearly identified candidate or ballot question; or

19 (c) Refers to a clearly identified candidate or ballot question and is published and
20 disseminated to the electorate in Santa Fe within sixty (60) days before the
21 election at which the candidate or ballot question is on the ballot.

22 Q. *Non-participating candidate* means a candidate who is not a candidate participating in
23 the public campaign finance fund.

24 R. *Political committee* means any entity that:

25 (1) Is formed for the principal purpose of:

(a) Raising or collecting, and expending or contributing money or anything of value for supporting the election or defeat of any identifiable candidate or candidates or for supporting the approval or defeat of ballot propositions; or

(b) Coordinating or cooperating in efforts to support the election or defeat of any identifiable candidates or of supporting the approval or defeat of any ballot propositions; and

(2) Expends five thousand dollars (\$5,000.00) or more in the aggregate for these principal purposes during a single election.

S. *Publicly financed candidate* means a candidate who has qualified and has been certified pursuant to subsection 9-3.9 SFCC 1987 as eligible to receive payments from the fund.

T. *Qualified elector* means a person who is registered to vote in the city of Santa Fe.

~~[U. *Qualified small contribution* means a contribution of no more than one hundred dollars (\$100.00) made and accepted in compliance with the provisions of subsection 9-3.12 SFCC 1987.]~~

~~[W.]~~U. *Qualifying contribution* means a contribution of five dollars (\$5.00) that is received from a qualifying elector during the qualifying period by a candidate seeking to become a publicly financed candidate. A candidate for councilor shall only receive qualifying contributions from qualified electors registered to vote in the council district in which the candidate is running.

~~[W.]~~V. *Qualifying period* means the period during which a candidate seeking to become a publicly financed candidate is permitted to collect qualifying contributions and to apply for certification as a publicly financed candidate. It begins one hundred eighty-three (183) days before the election and ends one hundred six (106) days before the election.

[X.]W. *Race* means the electoral process in which one (1) or more candidates run and one (1) candidate is elected to the office of mayor, municipal judge, or city councilor for a particular district.

[Y.]X. *Seed money contributions* means a contribution of no more than one hundred dollars (\$100.00) made and accepted in compliance with the provisions of subsection 9-3.6 SFCC 1987 and used exclusively for the purpose specified in that subsection.

[Z.]Y. *Uncontested race* means a race in which there is only one (1) candidate for the office sought.

Section 2. Section 9-3.4 of SFCC 1987 (being Ord. No. 2018-28, § 6) is amended to read:

9-3.4 Public Campaign Finance Fund.

A. A dedicated public campaign finance fund ("the fund") is established to be administered by the city clerk for the purpose of providing public financing for the election 5 campaigns of participating candidates. Monies in the fund and disbursed from the fund to 6 participating candidates are public monies entrusted to the candidates to be used solely for the 7 public purposes specified in this Section 9-3 SFCC 1987.

B. Each fiscal year, the sum of ~~one hundred fifty thousand dollars (\$150,000.00)]~~ three hundred thousand dollars (\$300,000.00) shall be deposited for and deposited in the fund.

C. The governing body shall appropriate and deposit in the fund such additional sums, if any, as may be necessary to ensure:

- (1) That the balance in the fund one hundred nineteen (119) days preceding each election for mayor and four (4) council seats is at least six hundred thousand dollars (\$600,000.00); and

(2) That the balance in the fund one hundred nineteen (119) days preceding each election for municipal judge and four (4) council seats is at least three hundred thousand dollars (\$300,000.00).

D. In addition to the deposits required by paragraphs B. and C. of this subsection, the following shall also be deposited in the fund:

- (1) All seed money contributions received by candidates seeking to become certified as participating candidates which remain unspent;
- (2) All qualifying contributions received by candidates seeking to become certified as participating candidates;
- (3) All amounts paid from the fund to participating candidates which have not been spent or obligated as of the date of the election;
- (4) All fines levied by the ethics and campaign review board or as decreed by a court of competent jurisdiction as a condition of probation
- (5) Voluntary donations made to the fund;
- (6) All interest and other income earned from investment of the fund; and
- (7) Such other appropriations to the fund as may be made by the governing body as necessary to fulfill the requirements of this section 9-3 SFCC 1987.

E. A deposit to the fund pursuant to paragraph B. of this subsection shall not be made if the balance in the fund prior to the deposit exceeds eight hundred thousand dollars (\$800,000.00). If a deposit to the fund pursuant to paragraph B. of this subsection would cause the balance in the fund to exceed eight hundred thousand dollars (\$800,000.00), only so much of the deposit shall be made as will increase the balance to that amount and no more.

Section 3. Section 9-3.10 of SFCC 1987 (being Ord. No. 2023-13, § 17) is

1 amended to read:

2 **9-3.10 – Payments to Publicly Financed Candidates.**

3 A. Within three (3) business days of certifying a candidate as a publicly financed
4 candidate, the city clerk shall disburse to the candidate from the fund:

5 (1) [~~Sixty thousand dollars (\$60,000.00)~~] One hundred twenty thousand
6 dollars (\$120,000) for a candidate in a contested race for the office of
7 mayor;

8 (2) [~~Fifteen thousand dollars (\$15,000.00)~~] Thirty thousand dollars (\$30,000)
9 for a candidate in a contested race for the office of city councilor;

10 (3) [~~Fifteen thousand dollars (\$15,000.00)~~] Thirty thousand dollars (\$30,000)
11 for a candidate in a contested race for the office of municipal judge; or

12 (4) For a candidate in an uncontested race, ten percent (10%) of the amount
13 would be due to a candidate in a contested race for the same office.

14 B. If the amounts required to be paid to candidates under paragraph A of this
15 subsection exceed the total amount available in the fund, each payment shall be
16 reduced in proportion to the amount of such excess. Any such proportionate
17 reduction in the payment due to any candidate under paragraph A of this subsection
18 shall give the candidate the option to reject the payment and to withdraw as a
19 publicly financed candidate. A candidate who withdraws as a publicly financed
20 candidate pursuant to this paragraph shall file an affidavit with the city clerk so
21 stating and shall thenceforth be treated for all purposes as a non-publicly financed
22 candidate relieved of all obligations and restrictions and excluded from all benefits
23 and exemptions imposed or conferred on a publicly financed candidate by
24 this Section 9-3 SFCC 1987.

25 C. Within five (5) business days of the candidate's receipt of the amount disbursed

1 under paragraph A of this subsection or the city clerk's refusal to certify the
2 candidate as a publicly financed candidate pursuant to paragraph A of
3 subsection 9-3.9 SFCC 1987, whichever is sooner, the candidate shall pay the city
4 clerk for deposit in the fund any amount of seed money that has been temporarily
5 retained by the candidate for the purpose of keeping open the bank account in the
6 campaign depository pursuant to paragraph E of subsection 9-3.6 SFCC 1987.

7 **Section 4. Section 9-3.12 of SFCC 1987 (being Ord 2023-13 § 18,) is repealed:**

8 ~~**[9-3.12—Qualified small contributions.**~~

- 9 A. ~~A Publicly financed candidate may solicit and accept qualified small contributions~~
10 ~~beginning on the date on which the candidate is certified as a publicly financed~~
11 ~~candidate pursuant to subsection 9-3.9(A) SFCC 1987.~~
- 12 B. ~~The aggregate amount of qualified small contributions from any one contributor to any~~
13 ~~one candidate shall not exceed one hundred dollars (\$100.00).~~
- 14 C. ~~The aggregate amount of qualified small contributions accepted by a publicly financed~~
15 ~~candidate shall not exceed:~~
- 16 ~~(1) For a candidate for mayor, fifty percent (50%) of the amount initially paid to the~~
17 ~~candidate pursuant to subsection 9-3.10 SFCC 1987; and~~
- 18 ~~(2) For a candidate for council or municipal judge, twenty five percent (25%) of the~~
19 ~~amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987.~~
- 20 D. ~~Each qualified small contribution shall be accompanied by a form signed by the~~
21 ~~contributor, which shall include the contributor's name, home address, telephone~~
22 ~~number, occupation, and name of employer. The city clerk shall accept electronic~~
23 ~~signatures and electronic conveyances that comply with the Uniform Electronic~~
24 ~~Transactions Act, Section 14-16-1 through 14-16-21 NMSA 1978.~~
- 25 E. ~~No person shall knowingly make, and no candidate shall knowingly receive, a qualified~~

1 small contribution that is not from the person named on the form or for which the
2 person named on the form has been or will be reimbursed or compensated by another
3 person.

4 F. ~~Before soliciting or accepting qualified small contributions, a candidate shall appoint~~
5 ~~a treasurer and establish a campaign depository in the manner required by subsection~~
6 ~~9-2.8 SFCC 1987. All qualified small contributions received by a candidate shall be~~
7 ~~recorded by the candidate's campaign treasurer, deposited in a separate non-interest-~~
8 ~~bearing account in the campaign depository and used in the candidate's campaign or~~
9 ~~disposed of following the election in the manner required by subsection 9-2.9 SFCC~~
10 ~~1987. All such contributions shall be timely reported in a campaign finance statement~~
11 ~~prepared in the manner required by subsections 9-2.10 through 9-2.12 SFCC 1987 and~~
12 ~~filed on the dates required by subsection 9-2.10 SFCC 1987. Campaign finance~~
13 ~~statements reporting the receipt of qualified small contributions shall be accompanied~~
14 ~~by copies of the forms signed by each contributor pursuant to paragraph D of this~~
15 ~~subsection.]~~

16 **Section 5. Section 9-3.13 of SFCC 1987 (being Ord. No. 2023-13, § 19) is**
17 **repealed:**

18 ~~**[9-3.13 — Additional Reports of Qualified Small Contributions; Additional Matching**~~
19 ~~**Payments From the Fund.**~~

20 ~~A. In addition to filing the campaign finance statements required by subsection 9-3.12(F)~~
21 ~~SFCC 1987, a publicly financed candidate may file one additional campaign finance~~
22 ~~statement reporting the receipt of qualified small contributions on the fifty-seventh (57th)~~
23 ~~day preceding the election.~~

24 ~~B. Within two (2) business days after the filing of a campaign finance statement by a~~
25 ~~publicly financed candidate reporting the receipt of qualified small contributions and~~

1 accompanied by copies of the forms signed by the contributors as required by paragraph D
2 of subsection 9-3.12 SFCC 1987, the city clerk shall disburse to the candidate an additional
3 payment from the fund equal to the total amount of the qualified small contributions
4 reported in the campaign finance statement; provided, however, that no such additional
5 matching payments shall be made for contributions reported in a campaign finance
6 statement filed after the twenty-fifth (25th) day preceding the election.

7 C. Additional payments made to a publicly financed candidate pursuant to paragraph B of
8 this subsection shall be deposited in the separate account in the candidate's campaign
9 depository that was established by the candidate for the deposit of payments received from
10 the fund pursuant to paragraph A of subsection 9-3.11.

11 D. The aggregate amount of additional payments made to a publicly financed candidate
12 pursuant to paragraph B. of this subsection shall not exceed:

13 (1) For a candidate for mayor, fifty percent (50%) of the amount initially paid to
14 the candidate pursuant to subsection 9-3.10 SFCC 1987; and

15 (2) For a candidate for city council or municipal judge, twenty-five percent (25%)
16 of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC
17 1987.

18 E. If the amounts required to be paid to candidates under paragraph B of this subsection
19 exceed the total amount available in the fund, each payment shall be reduced in proportion
20 to the amount of such excess.]

21 Section 5. Section 9-3.14 of SFCC 1987 (being Ord. No. 2023-13, § 20) is
22 amended to read:

23 **9-3.14 – Reports of expenditures; exemption from certain reporting requirements.**

24 A. A publicly financed candidate shall file with the city clerk reports under oath of
25 expenditures made from the payments received from the fund, indicating that the

1 expenditures were made from that source and showing the date and amount of each
2 such expenditure, the name and address of the person or organization to whom it was
3 made, the purpose of the expenditure, the aggregate amount of such expenditures made
4 to each person or organization and the aggregate amount of all such expenditures made
5 by the candidate or by his or her campaign. A copy of each receipt, printed on 8½-inch
6 by 11-inch paper, shall be filled with the city clerk with the reports provided in this
7 subsection. Each report shall be accompanied by a copy of the most recent bank
8 statement for the separate account established by the candidate for the deposit of
9 payments from the funds pursuant to paragraph A of subsection 9-3.11 SFCC 1987.
10 Within ninety (90) days after the election, the candidate shall file a copy of a final bank
11 statement showing that all funds in the account have been expended or returned to the
12 city in the manner required by paragraphs A and C of subsection 9-3.11 SFCC 1987
13 and that the account has been closed.

14 B. The reports required by paragraph A of this subsection shall be filed on each of the
15 days prescribed for the filing of campaign finance statements by subsection 9-2.10
16 SFCC 1987.

17 C. A campaign finance statement filed by a publicly financed candidate to report qualified
18 small contributions pursuant to paragraph F of subsection 9-3.12 SFCC 1987 or
19 paragraph A of subsection 9-3.13 SFCC 1987 shall also include a report of all
20 expenditures made during the period covered by the statement from the separate
21 account established by the candidate for the deposit of such contributions pursuant to
22 paragraph F of subsection 9-3.12 SFCC 1987. The statement shall show that the
23 expenditures were made from that source and shall contain all the information
24 concerning the expenditures, account balance, and funds on hand that is required for
25 campaign finance statements filed pursuant to subsection 9-2.11 SFCC 1987.

1 D. Except as provided in paragraphs A through C of this subsection, paragraph C of this
2 subsection 9-3.8 SFCC 1987, paragraph F of subsection 9-3.12 SFCC 197, and
3 paragraph A of subsection 9-3.13 SFCC 1987, publicly financed candidates are exempt
4 from the requirement to file campaign finance statements imposed by subsections 9-
5 2.10 SFCC 1987 through 9-2.12 SFCC 1987 and from the requirements to file
6 campaign records with the city clerk imposed by paragraph D of subsection 9-2.9
7 SFCC 1987; provided, however, that campaign records shall be maintained in the
8 manner required by the applicable provisions of the Campaign Code (Section 9-2
9 SFCC 1987) and shall be made available upon request to the city clerk and the ethics
10 and campaign review board.

11 E. Seed money and qualifying contribution reports, campaign finance statements and
12 contribution and expenditure reports of a candidate for municipal judge are not
13 required to be signed or acknowledged by the candidate.

14 F. Any financial reporting shall be filed through the clerk's online portal for the campaign
15 finance if and when the portal becomes available.

16 **Section 6. Section 9-3.18 of SFCC 1987 (being Ord. No. 2023-13, § 13) is**
17 **amended to read:**

18 **9-3.18 – Reports and forms.**

19 A. All reports and forms that are required by Section 9-3 SFCC 1987 shall be signed
20 under oath and submitted on forms prescribed by the city clerk. If the clerk makes an
21 online portal available for submission, the candidate shall use the online portal.

22 B. The city clerk is authorized to reject any incomplete report or form. The city clerk shall
23 notify a publicly financed candidate that the report or form is incomplete.

24 C. The city clerk ~~[shall]~~ may assess a fine of one hundred dollars (\$100.00) for unexcused
25 late filing of reports or forms.

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PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

APPROVED AS TO FORM:

Marcos Martinez
[Marcos Martinez \(Jul 7, 2026 16:22:54 MDT\)](#)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bills/2026-13(B)/Updating Public Campaign Finance Code

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: Short Title(s): Update Public Campaign Finance CodeSponsor(s): Councilor Alma CastroReviewing Department(s): City Clerk's OfficeStaff Completing FIR: Geralyn Cardenas, City Clerk Date: 6/30/2026Phone: 505-955-6519Reviewed by City Attorney: *Marcos Martinez* Date: 07/07/2026
Marcos Martinez (Jul 7, 2026 16:22:54 MDT)Reviewed by Finance Director: *Monica M...* Date: 07/09/2026**Summary:**

The proposed bill would amend Chapter 9-3 of the City of Santa Fe's Public Campaign Finance Code to increase the amount of public financing available to candidates for municipal office. Specifically, the bill would increase the annual appropriation to the Public Campaign Finance Fund from one hundred fifty thousand dollars (\$150,000.00) to three hundred thousand dollars (\$300,000.00). It would also increase public financing for candidates in contested races, raising the amount available to mayoral candidates from sixty thousand dollars (\$60,000.00) to one hundred twenty thousand dollars (\$120,000.00) and to city councilor and municipal judge candidates from fifteen thousand dollars (\$15,000.00) to thirty thousand dollars (\$30,000.00). In addition, the bill would repeal Section 9-3.12, "Qualified Small Contributions," and Section 9-3.13, "Additional Reports of Qualified Small Contributions; Additional Matching Payments From the Fund".

Departments Affected:City Clerk's Office.**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, public campaign financing amounts and the annual appropriation to the Public Campaign Fund will remain at current levels. The existing qualified small contributions and matching payment provisions will also remain in effect.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:None**Performance and Administrative Implications:**

Approval of this Bill will relieve City Clerk staff from having to schedule and meet with candidates for financial reporting once we offer candidates the ability to submit their finance reports online.

Fiscal Implications:

This Bill will require an increase to the annual appropriation to the Public Campaign Finance Fund by one hundred fifty thousand dollars (\$150,000.00) to three hundred thousand dollars (\$300,000.00).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

This Bill will require an increase to the annual appropriation to the Public Campaign Finance Fund by one hundred fifty thousand dollars (\$150,000.00) to three hundred thousand dollars (\$300,000.00).

Signature:



Email: gfcardenas@santafenm.gov

**CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2026-13
Updating Public Campaign Finance Code**

The following members of the Governing Body joined sponsorship of this legislation:



Paul Bustamante (Jul 27, 2026 14:52:10 MDT)

Paul Bustamante, Councilor

07/27/2026

Date

Bustamante Co-Sponsorship (7.27.26)

Final Audit Report

2026-07-27

Created:	2026-07-27
By:	INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
Status:	Signed
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Documents:	Bustamante Co-Sponsorship (7.27.26).docx (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

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Signature Date: 2026-07-27 - 8:52:10 PM GMT - Time Source: server- IP address: 73.98.110.224 - Signature Appearance Selected: MOBILE_DRAW

 Agreement completed.
2026-07-27 - 8:52:10 PM GMT



Date: August 5, 2026
To: Governing Body, Public Works and Utilities Committee
From: Xavier Martinez, Constituent Services Manager *xm*
Via: Geralyn Cardenas, City Clerk *[Signature]*
RE: Children's Fishing Derby

EXECUTIVE SUMMARY:

The proposed resolution would suspend the Annual Fishing Derby in Santa Fe River for the year of 2026, and it would approve a Children's Fishing Derby event on City Property at Nichols Reservoir ("the Reservoir"). Additionally, it directs the City Manager to take the necessary steps to organize the event with the following specifications:

1. The event attendees will be limited to one hundred and fifty (150) children, each accompanied by an adult;
2. The participants in the event shall access the Reservoir by City bus only; and
3. The City is to take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

Lastly, the resolution directs the City Manager or designee to determine all other necessary details necessary to organize the Children's Fishing Derby event, including working with the New Mexico Game and Fish to stock the Reservoir with fish, specifically, triploid trout, which are infertile and will not cross-breed with native trout. Wildlife managers use triploid trout in lakes and reservoirs without risking over population or unwanted river migration.

BACKGROUND:

Resolution No. 2008-111 combined the annual River Festival and the Fishing Derby in order to promote greater awareness of the river, to celebrate the Santa Fe River and its historic and present roles in the community, to promote the diversity of cultures, to bring together different segments of the community, and to provide entertainment and fun for the whole family. Resolution No. 2012-52 amended Resolution No. 2008-111 to allow the date of the annual River Festival and Fishing Derby to be changed due to anticipated watershed yield or for other climatic or hydrologic reasons. Due to dry conditions this year, the Santa Fe River will not meet the conditions under which the target flows will be met, and therefore the annual Fishing Derby should be suspended. However, Ordinance No. 2026-17 specified that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body, and therefore Nichols Reservoir may serve as a possible location for a fishing derby.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Paul Bustamante

A RESOLUTION

SUSPENDING THE ANNUAL FISHING DERBY IN SANTA FE RIVER; APPROVING A CHILDREN’S FISHING DERBY EVENT ON CITY PROPERTY IN NICHOLS RESERVOIR ON SEPTEMBER 26TH, 2026; AND DIRECTING THE CITY MANAGER AND DESIGNATED CITY STAFF TO TAKE THE NECESSARY STEPS TO ORGANIZE THE EVENT.

WHEREAS, the City of Santa Fe (“City”) has, in the past, hosted an annual Fishing Derby; and

WHEREAS, the annual Fishing Derby is a City tradition which brings community together; and

WHEREAS, the Fishing Derby may provide education to the public, and especially children, about the City’s water supply; and

WHEREAS, Resolution No. 2008-111 combined the annual River Festival and the Fishing Derby in order to promote greater awareness of the river, to celebrate the Santa Fe River and its historic and present roles in the community, to promote the diversity of cultures, to bring together different segments of the community, and to provide entertainment and fun for families; and

1 **WHEREAS**, Resolution No. 2012-28 adopted the “City of Santa Fe Administrative
2 Procedures for City of Santa Fe River Target Flows” (“Administrative Procedures”), and
3 Resolution No. 2012-52 amended “No. 5 of the Administrative Procedures to specify that in a year
4 where the “watershed yield is less than 50%, or, if for other climactic or hydrologic reasons, daily
5 target flows adequate for the Fishing Derby cannot be met, the date of the Fishing Derby may be
6 changed or the Fishing Derby will be suspended”; and

7 **WHEREAS**, consistent with Rule No. 5 of the Administrative Procedures, drought
8 conditions this year in Santa Fe create conditions under which the specified target flows will not
9 be met and the annual Fishing Derby in the Santa Fe River would therefore be suspended until such
10 time that the appropriate flows can be met; and

11 **WHEREAS**, the City wishes to hold a fishing derby event for children, and the ongoing
12 drought conditions in Santa Fe are such that the annual Fishing Derby’s status is unclear as it relates
13 to the specified requirements of Rule No. 5; and

14 **WHEREAS**, Ordinance No. 2026-17 specifies that limited fishing events on City-owned
15 property in the Santa Fe Municipal Watershed may be approved by the Governing Body and
16 Ordinance No. 2026-17 would make it possible to hold a “Children’s Fishing Derby” event in the
17 Nichols Reservoir (“the Reservoir”); and

18 **WHEREAS**, a fishing derby may take place in the Reservoir if New Mexico Game and
19 Fish stocks the Reservoir with fish; and

20 **WHEREAS**, the City is committed to protecting the Santa Fe Watershed and as such, the
21 Governing Body wishes the event to be conducted with the care that such a commitment would
22 require.

23 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
24 **CITY OF SANTA FE** that due to the current drought conditions in Santa Fe, and consistent with
25 the requirements established in the Administrative Procedures, Rule No. 5, the annual Fishing

Derby in the Santa Fe River shall be suspended for the year of 2026.

BE IT FURTHER RESOLVED that consistent with Ordinance No. 2026-17, the Governing Body approves a Children's Fishing Derby event on September 26th, 2026, on City property at the Nichols Reservoir.

BE IT FURTHER RESOLVED and that the City Manager and designated staff shall take the necessary steps to organize the Children's Fishing Derby event with the following specifications:

- 1) The event shall be limited to 150 children, each accompanied by an adult; and
- 2) The participants in the event shall access the Reservoir by City bus only; and
- 3) The City Manager and designated staff take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

BE IT FURTHER RESOLVED that the City Manager or a designee of the City Manager shall determine all other details necessary to organize the Children's Fishing Derby, including working with New Mexico Game and Fish to stock the Reservoir with fish.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

MICHAEL J. GARCIA, MAYOR

1 ATTEST:

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4 GERALYN F. CARDENAS, CITY CLERK

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6 APPROVED AS TO FORM:

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8 Marcos D. Martínez
Marcos D. Martínez (Aug 7, 2026 12:10:02 MDT)

9 MARCOS D. MARTÍNEZ, CITY ATTORNEY

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25 *Legislation/2026/Resolutions/Children's Fishing Derby*

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Children's Fishing DerbySponsor(s): Mayor Michael Garcia, Councilor Paul Bustamante

Reviewing Department(s): _____

Staff Completing FIR: Xavier Martinez, Constituent Services Manager Date: 8/5/2026Phone: 505-637-1563Reviewed by City Attorney: Marcos D. Martínez Date: 08/06/2026
Marcos D. Martínez (Aug 7, 2026 12:10:02 MDT)Reviewed by Finance Director:  Date: _____**Summary:**

The proposed resolution would suspend the Annual Fishing Derby in Santa Fe River for the year of 2026, and it would approve a Children's Fishing Derby event on City Property at Nichols Reservoir ("the Reservoir"). Additionally, it directs the City Manager to take the necessary steps to organize the event with the following specifications:

1. The event attendees will be limited to one hundred and fifty (150) children, each accompanied by an adult;
2. The participants in the event shall access the Reservoir by City bus only; and
3. The City is to take all necessary precautions to protect the Santa Fe Watershed and the City's water supply in all aspects of the event planning.

Lastly, the resolution directs the City Manager or designee to determine all other necessary details necessary to organize the Children's Fishing Derby event, including working with the New Mexico Game and Fish to stock the Reservoir with fish.

Departments Affected:Community Engagement Department, Public Utilities Department and Public Works Department.**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City Manager will not be authorized to organize a Children's Fishing Derby in Nichols Reservoir on September 26, 2026.

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

Ordinance No. 2026-17 specifies that limited fishing events on City-owned property in the Santa Fe Municipal Watershed may be approved by the Governing Body.

Performance and Administrative Implications:

The City Manager and all designated staff will be tasked with organizing all necessary details of the Children's Fishing Derby, including working with New Mexico Game and Fish to stock the Reservoir with fish.

Fiscal Implications:

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$3,270	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$5,949	\$ _____		_____	_____	\$ _____

<u>Total:</u>	\$ _____	\$9,219	\$ _____				\$ _____

Expenditure Narrative:

The proposed Community Fishing Derby will be held on a Saturday at the City Reservoir. Because the event occurs outside of normal operating hours, additional personnel, transportation services, and event-related supplies will be required.

Revenue

Revenue Type	FYE 2027	FYE 2028	FYE 2029	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Xavier Martinez*
Email: xbmartinez@santafenm.gov

Signature:  
Email: gfcardenas@santafenm.gov