



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** August 11, 2020

**TO:** Jarel LaPan Hill, City Manager

**VIA:** Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Shannon W. Jones, Public Utility Department Director  
Shirlene E. Sitton, Environmental Services Division Director

**FROM:** Lawrence Garcia, ESD Maintenance Manager

### ITEM AND ISSUE:

Request for the Approval of Amendment 3 to Professional Service Agreement item # 17-1296 with Southwest Propane Munis vendor # 5531. The Amendment is to increase term for one year with an \$8,000.00 compensation increase for four year total contract amount of \$31,000.00. Funding is available within ESD FY 21 operating budget within Munis org 5100331 (Admin/Operation), Munis object 510310 (Service Contracts), for Propane sale and delivery. (Lawrence Garcia/[lmgarcia@santafenm.gov](mailto:lmgarcia@santafenm.gov)/ 505-955-2241)

### BACKGROUND AND SUMMARY:

ESD heats the maintenance shop and welding facility with Propane, Natural Gas infrastructure is not available at this time.

On 9/18/2018 Amendment #1, Item 18-1028 was submitted and approved by the City Manager to continue the contract for one additional year with a compensation increase of \$5,000.

On 9/19/2019 Amendment #2, Item 19-0808 was submitted and approved by the City Manager to continue the contract for one additional year with a compensation increase of \$10,000. This Amendment will expire on October 31, 2020.

Pursuant to Article 19 of the original Agreement, and for good and valuable consideration ESD and Southwest Propane has negotiated pricing for FY 21 in the amount of \$1.59 per gallon. This was the same cost for FY 20.

### PROCUREMENT METHOD:

Environmental Services Division (ESD) conducted a RFQ on October 29, 2017 for Propane sale and delivery. ESD received pricing from three vendors and made recommendation to enter into a contract with Southwest Propane item #17-1296, for a one year contract with three one year extension based on price and service. Amendment 3 will be the fourth and final year of the contract.

### CONTRACT NUMBER:

The FY21 Munis contract number is 3200250.

**FUNDING SOURCE:**

The funding source for this contract is within 510 (Environmental Service Division) Munis Org 5100331 (Admin/Operations) Munis Object 510310 (Service Contracts)

**ACTION REQUESTED:**

Environmental Service Division Respectfully request for your review and approval of Amendment 3, the fourth and final year of this contract. The total cost for all three years is \$31,000.00. Thank you for your time and consideration.

Attachments: Amendment 3, Approved as to form including Exhibit A-3  
Executed Procurement Checklist  
Executed Summary of Contracts  
City of Santa Business License  
Certificate of Liability Insurance naming the City as second insured  
Amendment #2 (Fully Executed)  
Amendment #1 (Fully Executed)  
Professional Service Agreement Item 17-1296 (Fully Executed)

Item# 20-0448  
Munis Contract# 3200250

**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
PROPANE SALES AND DELIVERY AGREEMENT  
ITEM# 17-1296**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICE AGREEMENT, dated November 29, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Southwest Propane. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide the Propane and delivery to Environmental Service Division.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eight thousand dollars (\$8,000), so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services rendered a sum not to exceed thirty one thousand dollars (\$31,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of one dollar and fifty-nine cents per gallon

based on Exhibit "A-3" attached hereto and incorporated herein.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on October 31, 2021 unless sooner pursuant to Article (7) of the Agreement.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Jarel LaPan Hill

Jarel LaPan Hill (Sep 4, 2020 08:42 MDT)

JAREL LAPAN HILL  
CITY MANAGER

DATE: Sep 4, 2020

CONTRACTOR:  
SOUTHWEST PROPANE

Paula O'Neil

PAULA O'NEIL

OFFICE MANAGER

DATE:

8-27-2020

CRS# 03-232634-00-3

Registration # 20-00147410

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

XIV  
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 27, 2020 13:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

ESD Admin/Operation/ 5100331/510310 (Service Contract)

AL  
AL



Date: 8-11-2020

City of Santa Fe, Environmental Service Division  
1142 Siler Rd. Bldg. A  
Santa Fe, NM 87507

Re: Renewal Contract – Exhibit A-3

To whom it may concern,

Southwest Propane, LLC is offering to continue to service the Environmental Service Division propane needs at a rate of \$1.59 per gallon from 11-01-2020 through 10-31-2021.

Sincerely,

Paula O'Neil  
Office Manager  
Southwest Propane, LLC  
[sales@southwestpropane.org](mailto:sales@southwestpropane.org)  
505-407-2260

# CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Southwest Propane

Procurement Title: Propane sale and delivery

Other Methods: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Exempt ☐ Other ☒ RFQ

Department Requesting/Staff Member Lawrence Garcia, ESD Maintenance Manager

## Procurement Requirements:

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

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

Lawrence Garcia, ESD Maintenance Manager

Department Rep Printed Name and Title

Lawrence Garcia

Department Rep Signature attesting that all information included

Eran Dunaway, cpo 9/1/20

Eran Dunaway (CPO 1, 2020-17-04 MDT)

Purchasing Officer attesting that all information is reviewed

## REQUIRED DOCUMENTS FOR OTHER METHOD FILE\*

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

\*

☐ ☒ Other: \_\_\_\_\_

**AWARD\***

**YES      N/A**

☒ ☐ Fully executed Memo to City Manager from the Department with recommendation of award  
☐ ☒ Other: \_\_\_\_\_

**CONTRACT\***

**YES      N/A**

☒ ☐ Copy of Executed Contract  
☒ ☐ Copy of all documentation presented to the City Manager  
☐ ☒ Finalized Council Committee Minutes  
☐ ☒ Other: \_\_\_\_\_

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

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

Lawrence Garcia, ESD Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included





# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

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

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

2 Name of Contractor Propane Sales Including Delivery

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$8,000.00

Termination Date: October 31, 2018

☐ Approved by Council Date: \_\_\_\_\_

☒ or by City Manager Date: November 27, 2017

**Contract is for:** The sale of Propane fuel for Environmental Services Division Maintenance Facility

Amendment # 1 to the Original Contract# 17-1296

Increase/(Decrease) Amount \$ 5,000

Extend Termination Date to: October 31, 2019

☐ Approved by Council Date: \_\_\_\_\_

☒ or by City Manager Date: September 5, 2018

**Amendment is for:** Propane sales and delivery

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

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 8,000.00 of original Contract# 17-1296 Termination Date: 10/31/2018

Reason: Propane Fuel Service

Amount \$ 5,000.00 amendment # 1 Termination Date: 10/31/2019

Reason: Propane Fuel Service

Amount \$ 10,000.00 amendment # 2 Termination Date: 10/31/2020

Reason: Propane Fuel Service

Amount \$ 8,000.00 amendment # 3 Termination Date: 10/31/2021

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 31,000.00



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

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☒ \_\_\_\_\_ Date: October 13, 2017

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other Requested quotes from three vendors

**6 Procurement History:** Fourth year of a four year contract, 3200250  
example: (First year of 4 year contract) *Quintana Roo 2010*  
Fran Dunaway (Sep 1, 2020 17:04 MDT)

**7 Funding Source:** 5100331 **BU/Line Item:** 310310 Service Contract

**8 Any out-of-the ordinary or unusual issues or concerns:** *Alexis Lotero*  
Alexis Lotero (Aug 31, 2020 16:42 MDT)  
None  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Lawrence Garcia, ESD Maintenance Manager

Phone # (505) 955-2241

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

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

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

**Comments:**

This is a one year contract with three additional one year extensions based on services provided and pricing. Propane is a commodity and the pricing may vary from year to year. This is the final year for this contract.



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

## BUSINESS REGISTRATION

**Business Name:** SOUTHWEST PROPANE LLC  
DBA: SOUTHWEST PROPANE LLC

**Business Location:** 2502 US ROUTE 66  
MORIARTY, NM 87035

**Owner:** DANNY STRODE

**License Number:** 226596

**Issued Date:** March 13, 2020

**Expiration Date:** December 31, 2020

**CRS Number:** 03232634003

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
Specialty

**Fees Paid:** \$10.00

SOUTHWEST PROPANE LLC  
PO BOX 69  
EDGWOOD, NM 87105

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

SOUTH-2

OP ID: BT

DATE (MM/DD/YYYY)

12/02/2019

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

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

**PRODUCER**  
Energy Insurance Services  
15025 N Thompson Peak Pkwy  
Suite B-111 #644  
Scottsdale, AZ 85260  
F. Bruce Thompson

**CONTACT NAME:** F. Bruce Thompson**PHONE (A/C, No, Ext):** 480-375-8400**FAX (A/C, No):** 480-347-2564**E-MAIL ADDRESS:** bruce@energyinsure.net**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** New York Marine & General**16608****INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

**INSURED** Southwest Propane, LLC  
Danny Strode  
PO Box 69  
Edgewood, NM 87015

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR B/S/D W/V/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:		PK201900014999	12/02/2019	12/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90		AU201900016479	12/02/2019	12/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EX201900001210	12/02/2019	12/02/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC201900018440	12/02/2019	12/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**Evidence of Insurance****CERTIFICATE HOLDER**

City of Santa Fe  
Environmental Services Divisio  
1142 Silver Road  
Santa Fe, NM 87507

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ITEM # 19-0808

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
ITEM# 17-1296**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 29, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Southwest Propane (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide propane and delivery to Environmental Services Division, located at 1142 Siler in Santa Fe County. Pricing is based on Exhibit "A-2" attached and incorporated herein.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of ten thousand dollars (\$10,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed twenty three thousand dollars (\$23,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of one dollar and fifty nine cents per gallon based on Exhibit "A-2" attached hereto and incorporated herein.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on October 31, 2020 unless sooner pursuant to Article (7) of the Agreement.

3. OPTION TO RENEW

Article 6 of the Agreement is hereby deleted in its entirety and substitute the following

A. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for one (1) additional one (1) year period, not to exceed four (4) years. Contractor and City shall renegotiate the term and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

  
JAREL LAPAN HILL,  
INTERIM CITY MANAGER  
Date: 9/19/19

SOUTHWEST PROPANE:

See Attached  
PAULA O'NEIL, OFFICE MANAGER

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

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK *aw*

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on October 31, 2020 unless sooner pursuant to Article (7) of the Agreement.

3. OPTION TO RENEW

Article 6 of the Agreement is hereby deleted in its entirety and substitute the following


A. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for one (1) additional one (1) year period, not to exceed four (4) years. Contractor and City shall renegotiate the term and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

4. AGREEMENT IN FULL FORCE.


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

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

CITY OF SANTA FE:

  
JARELL LAPAN HILL,  
INTERIM CITY MANAGER  
Date: 9/19/19

SOUTHWEST PROPANE:

  
PAULA O'NEIL, OFFICE MANAGER

Date: 9-26-19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 8/30/19  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY T. MCCOY, FINANCE DIRECTOR 8/12/19

Business Unit/Line Item

5100331 (Admin Operations) /510310 (Service Contract)



# Southwest Propane

*Serving Albuquerque and surrounding areas...*

## EXHABIT A-2

August 29, 2019

City of Santa Fe Environmental Service Divisions  
1142 Siler RD Bldg. A  
Santa Fe, NM 87507

Re: Renewal Contract

To whom it may concern,

Southwest Propane will continue to service Environmental Service Divisions at the rate of \$1.59 from November 1, 2018 through November 1, 2020.

Danny Strode  
Southwest Propane LLC  
PO Box 69  
Edgewood, NM 87015  
(505)407-2260  
Fax(505)832-5190  
[sales@southwestpropane.org](mailto:sales@southwestpropane.org)

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
ITEM# 17-1296**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 29, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Southwest Propane. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide Propane and delivery to Environmental Services Division, located at 1142 Siler in Santa Fe County. Pricing is based on Exhibit "A" attached and incorporated herein.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five thousand dollars (\$5,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed thirteen thousand dollars (\$13,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of one dollar and fifty five (\$1.55) cents per gallon effective November 1, 2018 based on Exhibit "A-1" attached hereto and

incorporated herein.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on October 31, 2019 unless sooner pursuant to article (7) below.

4 OPTION TO RENEW

Article 6 of the Agreement is hereby deleted in its entirety and substitute the following

A. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for two (2) additional one (1) year period, not to exceed four (4) years. Contractor and City shall renegotiate the term and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

5. NOTICE

Article 23 of the Agreement is hereby revised, so that Article 23 reads as follows:

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

City of Santa Fe  
Environmental Services Division  
1142 Siler Road  
Santa Fe, NM 87507

Southwest Propane  
PO Box 69  
Edgewood, NM 87015  
Attn: Paula O'Neil

6. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
ERIC J. LITZENBERG, CITY MANAGER

Date:

7/5/16

SOUTHWEST PROPANE:

PAULA O'NEIL, OFFICE MANAGER

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
ERIN K. MCSHERRY, CITY ATTORNEY

8/6/16

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR



Business Unit/Line Item

52254, 52255, 52262 and 52265/530900

2

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
ERIC J. LITZENBERG, CITY MANAGER

Date:

7/5/16

SOUTHWEST PROPANE:

  
PAULA O'NEIL, OFFICE MANAGER

Date:

9-11-18



ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 8/6/16  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR 

Business Unit/Line Item

52254, 52255, 52262 and 52265/530900  
2

Exhibit "A"-1"

# Southwest Propane

*Serving Albuquerque and surrounding areas...*

PO Box 69, Edgewood, NM 87015

(505)407-2260, Fax (505)832-5190

[www.southwestpropane.org](http://www.southwestpropane.org)

Date: 7-31-2018

City of Santa Fe:  
Environmental Services Division  
Attn: Lawrence Garcia  
1142 Siler Road  
Santa Fe, NM 87507

Re: Continuance Bid for PO # 17184915-000-OP

To whom it may concern,

We submit a bid to continue the above referenced purchase order from 11-1-2018 through 12-31-2019 at a fixed price per gallon of \$1.55, with the same terms and conditions.

As an additional option for your consideration, we can offer a price per gallon of .375 cents over cost, from 11-1-2018 through 12-31-2019.

If you have any questions on either bid, please do not hesitate to contact me.

Sincerely,



Paula O'Neil

Office Manager

[paula@southwestpropane.org](mailto:paula@southwestpropane.org)

ITEM #. 17-1296

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City :

A. Provide propane and delivery to Environmental Services

Department, 1142 Siler Road, pricing is based on Exhibit "A" attached and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight thousand dollars (\$8,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of one dollar and twenty-five cents (\$1.25) per gallon.

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on October 31, 2018 unless sooner pursuant to Article 6 below.

6. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance, an option to renew this agreement for three (3) additional one (1) year period, not to exceed four (4) years. Contractor and City shall renegotiate the term and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City and the Contractor



upon 60 days written notice to the Contractor.

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

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

(3) If compensation is based upon gallon rate, Contractor shall be paid for gallons delivered through the date Contractor receives notice of such termination.

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

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

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

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

the term of this Agreement.

9. CONFIDENTIALITY

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

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

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

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

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

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

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

14. INDEMNIFICATION

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

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

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

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

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

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

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

23. NOTICES

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

City of Santa Fe:  
Environmental Services Division  
1142 Siler Road  
Santa Fe, NM 87507

Southwest Propane  
PO Box 69  
Edgewood, NM 87015

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

CITY OF SANTA FE:

  
BRIAN K. SNYDER, CITY MANAGER

DATE: 11/27/2017

CONTRACTOR:

Southwest Propane  
*Signature Next Page*

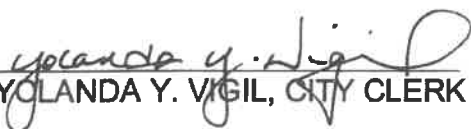
*See attached*  
NAME AND TITLE

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

CRS# 03-232634-00-3  
City of Santa Fe Business

Registration # 17-00147410

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 11/6  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 11/20/17  
ADAM K. JOHNSON, FINANCE DIRECTOR

52254, 52255, 52262 and 52265 / 530200 (Operating Supplies)  
Business Unit Line Item

CITY OF SANTA FE:

  
BRIAN K. SNYDER, CITY MANAGER

DATE: 11/27/2017

CONTRACTOR:  
Southwest Propane

  
NAME AND TITLE

DATE: 11-29-17

CRS# 03-232634-00-3  
City of Santa Fe Business

Registration # 17-00147410

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

  
ADAM K. JOHNSON, FINANCE DIRECTOR

52254, 52255, 52262 and 52265 / 530200 (Operating Supplies)  
Business Unit Line Item



(Exhibit A)



PO Box 69  
Edgewood, NM 87015  
505-407-2260 / Fax 832-6190  
www.southwestpropane.org

# Proposal

October 05, 2017

Summary: FUELDELIVERY

Reference #: 2309-21749

Due Date: 10/5/2017

City of Santa Fe-Environmental Services Division  
1142 Siler Rd. Bldg. A  
Santa Fe, NM 87507

Job Name:  
City of Santa Fe-Environmental Services Division  
1142 Siler Rd. Bldg. 1  
Santa Fe, NM 87507

505-231-3751 KRIS

505-231-3751

We Hereby Submit Specifications And Estimates For:

PRICE PER GALLON \$1.25 AT A FIXED PRICE FOR FISCAL YEAR JULY 1, 2017 THRU JUNE 30, 2018 FROM ACCEPTANCE AND/OR BEGINNING OF CONTRACT FOR 4900 GALLONS PER YEAR.

PRICE ON PROPOSAL IS UNDER THE ASSUMPTION THAT THE CITY OF SANTA FE IS TAX EXEMPT, IF NOT SALES TAX RATE OF 7.6875% WILL APPLY.

10/5/2017	Propane	4900.00	1.25	6125.00
10/5/2017				

Material	Subtotal	Total
6125.00	6125.00	\$6,125.00

Payment to be made as follows:

DUE UPON COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.



Authorized  
Signature \_\_\_\_\_

Acceptance  
Signature \_\_\_\_\_

Date \_\_\_\_\_

**Signature:**   
Shannon Jones (Aug 28, 2020 11:53 MDT)

**Email:** swjones@santafenm.gov






# SKM\_C55820082703410

Final Audit Report

2020-08-28

Created:	2020-08-28
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdDq5DQ4sLrGZlpruRu2xiYaAeSKlbnFs

## "SKM\_C55820082703410" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)  
2020-08-28 - 4:12:04 PM GMT- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature  
2020-08-28 - 4:13:04 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)  
2020-08-28 - 5:53:23 PM GMT- IP address: 174.28.67.235
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)  
Signature Date: 2020-08-28 - 5:53:37 PM GMT - Time Source: server- IP address: 174.28.67.235
-  Signed document emailed to Shannon Jones (swjones@santafenm.gov) and Maya Martinez (mfmartinez@ci.santa-fe.nm.us)  
2020-08-28 - 5:53:37 PM GMT

**Signature:** Xavier Vigil  
Xavier Vigil (Sep 3, 2020 16:49 MDT)

**Email:** xivigil@santafenm.gov











# CM ESD SOUTHWEST PROPANE A3 TO 17-1296


Final Audit Report

2020-09-04


Created:	2020-08-31
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU02QLVsMGQMPIb0LJ7YrMeBNsJtBrcyf

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2020-08-31 - 7:52:43 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-08-31 - 8:51:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
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-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-08-31 - 10:42:18 PM GMT
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2020-09-01 - 11:04:48 PM GMT- IP address: 104.47.65.254
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Signature Date: 2020-09-01 - 11:04:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
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-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-09-01 - 11:05:25 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2020-09-01 - 11:06:33 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-09-01 - 11:06:35 PM GMT

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2020-09-03 - 10:47:04 PM GMT- IP address: 104.47.64.254

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2020-09-04 - 2:42:09 PM GMT

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2020-09-04 - 6:00:09 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-09-04 - 6:00:31 PM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to mfmartinez@santafenm.gov, lmgarcia@santafenm.gov, Mary McCoy (mtmccoy@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), and 5 more

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