

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **FAMILY INDEPENDENCE INITIATIVE (FII)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

PURPOSE

This procurement only covers services, assets, and/or goods that are necessary due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and incurred on or before December 30, 2020. Specifically, expenditures must be used for actions taken to respond to the public health emergency, such as medical expenses, public health expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, and other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act Fund's eligibility criteria.

This procurement does not cover damages covered by insurance; payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses that have been or will be reimbursed under any federal program; reimbursement to donors for donated items or services; workforce bonuses other than hazard pay or overtime; severance pay; or legal settlements. All work must align with the purpose of this procurement.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

Provide assistance to eligible City of Santa Fe residents affected by COVID-19 through two funds: 1) Economic Relief and 2) Eviction Prevention fund, as outlined in Attachment A.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal to: *Connect all residents of Santa Fe with the resources they need to thrive.*

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of: The first \$105,000 paid to the Contractor by the City will be allocated to the Economic Relief fund (\$99,750 to make \$750 payments to 133 households and \$5,250 in administrative fees paid to FII).

	Economic Relief to allow families to respond to the public health emergency, such as medical expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, such as social distancing.	Eviction Prevention to allow families to respond to the public health emergency, such as medical expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, such as social distancing.
Direct payments to families	\$1,083,750 (\$750 payments to 1,445 households)	\$495,000 (\$3,000 payments to 165 households)
5% Administrative fee paid to FII for the first \$100,000 processed (for banking fees and support and tech staff's time to create application; verify and approve applications; and provide technical assistance to applicants)	\$5,250	\$0
3% Administrative fee paid to FII for the remainder processed up to:	\$28,725	\$14,850
Total	\$1,117,725	\$509,850

Total compensation not to exceed one million, six hundred twenty-seven thousand, five hundred and seventy-five dollars (\$1,627,575.00). **The total amount payable to the Contractor under this Agreement, including any applicable gross receipts tax and expenses, shall not exceed one million, six hundred twenty-seven thousand, five hundred and seventy-five dollars (1,627,575.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess**

of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than December 30, 2020. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Payment will be made upon receipt of deliverables from the Contractor as set forth in Attachment A, Section 3.0. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. **NOTE: INCLUDE OR EXCLUDE THIS PARAGRAPH IF NECESSARY:**
PAUSE: Contractor shall not commit funds or perform services worth more than one hundred thousand dollars (\$105,000) before November 1, 2020. After providing services or goods worth one hundred thousand dollars (\$105,000), regardless when that amount is spent, Contractor shall alert the City and not perform further services until given written authority by Kyra Ochoa, Director of Community Services, verifying that the initial amounts have been reimbursed by the State of New Mexico to the City. After the City has verified reimbursement from the State, Contractor may proceed. If the State denies reimbursement, the City and Contractor shall terminate this contract or negotiate changes to ensure future approval of reimbursement.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 30, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination, **or December 14, 2020, whichever comes first.** Notwithstanding the foregoing, this

Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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.

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall retain all receipts of payment, invoices, and any other records of expense, and, if providing services to the City, shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of all services rendered during the Agreement's term and effect. The Vendor shall retain the records for a period of five (5) years from the date of final payment. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

Kyra Ochoa
krochoa@santafenm.gov
500 Market Street, Suite 200
Post Office Box 909
Santa Fe, New Mexico 87501

To the Contractor:

Jesus Gerena, CEO
jesus@fii.org
FII-National
663 13th Street, Suite 200
Oakland, CA 94612-1275

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Nov-4, 2020 14:41 MST)

JAREL LAPAN HILL, CITY MANAGER
Signing pursuant to Governing Body
express authorization on October 14, 2020

DATE: Nov 4, 2020

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
GB Mtg 10-14-20

CITY ATTORNEY'S OFFICE: XIV
XIV

Marcos Martinez
Marcos Martinez (Nov-4, 2020 14:41 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#.

CONTRACTOR:

FAMILY INDEPENDENCE INITIATIVE

Jesus Gerena

Jesús Gerena

CEO

DATE: _____

CRS#03-342595-00-7

Registration # _____

Attachment A

Scope of Work

Performance Measures

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Community Services Department's Strategic Plan: Connect all residents of Santa Fe with the resources they need to thrive.

2.0 PROGRAM SCOPE & CRITERIA

FII will provide assistance to City of Santa Fe residents through two funds: 1) Economic Relief and 2) Eviction Prevention, as outlined below.

1. Economic Relief Fund

The funds will be distributed as direct financial assistance to eligible residents in the form of one-time payments (through ACH transfers and/or prepaid digital or virtual cards) of \$750. The City will work with local nonprofit organizations in Connect to promote the fund to eligible individuals.

Eligibility for financial assistance is limited to individuals who live in the City of Santa Fe (as verified through zip code and proof of address documentation) and who meet **all** of the criteria under Group One or Group Two:

Group One

- Self-attest that they meet all the following conditions:
 - Experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses;
 - Experienced at least a 20 hour per week reduction in hours per household between March and December, 2020;
 - Do not qualify for unemployment insurance;
 - Did not qualify for a federal stimulus check; and
 - That they have at least one minor dependent child

OR

Group Two

- Self-attest that they meet all the following conditions:
 - Experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing, or medical expenses;

- Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and December 31, 2020;
- Did not qualify for sick leave benefits; and
- Do not qualify for unemployment insurance benefits.

Across both groups, the City will provide a list of eligible zip codes for financial assistance and the applicant will provide documentation supporting address verification.

Application Questions

In addition to our standard application questions (name, phone number or email, address, choice of whether to receive funds via direct deposit or prepaid card), these are the questions that will be on the application:

1. Question Text: Of the categories listed below, with which race does your family most identify with?
 1. Question Type: Single Select Dropdown
 2. Answer choices:
 1. American Indian or Alaskan Native
 2. Asian
 3. Black or African American
 4. Native Hawaiian or Other Pacific Islander
 5. White
 6. Hispanic or Latino
 7. Other
 8. Two or more races
 - c. Required: yes; will not be used to confirm eligibility

2. Question Text: What is your date of birth?
 - a. Question Type: Open Answer
 - b. Required: yes

3. Question Text: By selecting yes to this question, user asserts and verifies that the following conditions applies to them: You must answer yes to qualify.
 - Experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave);
 - a. Question Type: Single Select Dropdown
 - b. Answer choices: yes
 - c. Required: yes

5. Question Text: Do you certify and declare that you (choose one):

- a. Question Type: Single Select Dropdown
 - b. Answer choices:
 - Experienced at least a 20 hour per week reduction of work hours in the household between March and December 2020, did not qualify for a federal stimulus check or unemployment insurance benefits, and have at least one dependent minor child
 - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and December 31, 2020; did not qualify for sick leave benefits during those days; and do not qualify for unemployment insurance benefits.
 - c. Required: yes
4. Question Text: Please provide the name of your former or current employer
- a. Question Type: Open answer
 - b. Required: yes; will not be used to confirm eligibility
5. Question Text: How many days were you out of work as a result of your workplace shutting down?
- a. Question Type: Single Select Dropdown
 - b. Answer choices:
 - i. 1-2
 - ii. 3-5
 - iii. 6 or more
 - iv. Not applicable
 - c. Required: Yes; will not be used to confirm eligibility
6. Question Text: What industry do you work in?
- a. Question Type: Single Select Dropdown
 - b. Answer choices:
 - i. Food industry (e.g., restaurants)
 - ii. Hospitality industry (e.g., Hotels, motels)
 - iii. Home health care
 - iv. Cleaning
 - v. Construction
 - vi. Other service
 - c. Required: yes; will not be used to confirm eligibility
7. Question Text: How do you plan to use the funds to respond to the public health emergency, such as COVID-19 related medical expenses and expenses of actions to

facilitate compliance with COVID-19-related public health measures, such as social distancing by prevention of homelessness, improved sanitation and health, or working from home to prevent congregations of persons?

a. Question Type: Single Select Dropdown

b. Answer Choices:

1. Basic needs: Food, Housing, Utilities that will allow me to maintain housing and therefore greater social distancing;
2. Other: Transportation, School supplies, Other household expenses that will allow me to maintain greater social distancing;
3. Child care that will allow me to continue to work and maintain housing and social distancing;
4. Health care / medical expenses that were incurred due to COVID-19 or, payment of which, will allow me to maintain housing and social distancing;
5. To pay back a loan or debt incurred during the pandemic, payment of which will allow me to maintain housing and greater social distancing.
6. All of the above

c. Required: yes; will not be used to confirm eligibility

allow me to maintain housing and social

Verification

Applicants will self-verify they meet these eligibility criteria:

- Experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses; and
- Either experienced at least a 20 hour per week reduction of work hours in the household between March and December 2020, did not qualify for a federal stimulus check or unemployment insurance benefits, and have at least one dependent minor child OR Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and December 31, 2020; did not qualify for sick leave benefits during those days; and do not qualify for unemployment insurance benefits.

To verify the applicant lives in the City of Santa Fe, the zip code provided in the application will be checked against the list of eligible zip codes from the City.

Applicants will be required to provide documentation supporting identity and address, which will be uploaded at time of application. No other documentation will be requested.

- **Verification of identity:** Applicants must upload a government-issued ID:
 - AAMVA-compliant driver license or identification card. This includes all state or provincial issued driver licenses and identification cards in the United States and Canada. AAMVA-compliant identity documents will include a PDF417 2D barcode on the back of the ID.

- ICAO-compliant machine readable travel documents. This includes all passports worldwide as well as many national ID cards. These travel documents will include a machine readable component on either the front (passports and national ID cards) or the back of the document (national ID cards).
- E.g., Driver's License, State ID, City ID, FOID Card, passport, matricula consular
- **Verification of address:** Applicants must upload two pieces of secondary identification that matches their current address:
 - Medical Insurance Card
 - Auto Insurance Card
 - Lease Agreement
 - Mortgage documents (payment statement, deed)
 - Property Tax bill
 - Utility Bill within last three months
 - Auto Registration Paperwork
 - Bank Statement within last three months
 - Paycheck stub with imprinted information within last three months
 - Public Assistance Card
 - Voters Registration
 - Active Duty Military ID with issued and expiration dates
 - EBT Link Card
 - Medical bills

Manual Review

These items will be manually reviewed by our support team to confirm eligibility.

Item	Manual review
Address	Manual review of documents uploaded to ensure the address provided in the application matches that in the uploaded document(s).
ID verification	For any ID flagged by our third-party vendor Berbix, we will manually review to make sure the ID is valid and the ID picture matches the selfie.

2. Eviction Prevention Fund

The funds will be distributed as direct financial assistance to eligible residents in the form of one-time payments (through ACH transfers and/or prepaid digital or virtual cards) of \$3,000.

Eligibility for financial assistance is limited to individuals who meet all the following criteria:

- Experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses;
- Live in the City of Santa Fe and are at risk of eviction or experiencing other housing hardship (verified through documentation uploaded by the applicant on FII's UpTogether platform) And are experiencing one or more of the following criteria:
 - Are in any stage of the process of eviction
 - Have experienced an increase in rent at any period since April 1, 2020
 - Have no written lease
 - Have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)
 - Have a hardship paying rent for any rent period since April 1, 2020
 - Received a written or verbal demand of payment of rent, fines, fees or other penalties from their landlord or property manager at any time since April 1, 2020.
 - Received written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020

Application Questions

Application Questions

1. Question Text: Of the categories listed below, with which race does your family most identify with?
 - a. Question Type: Single Select Dropdown
 - b. Answer choices
 1. American Indian or Alaskan Native
 2. Asian
 3. Black or African American
 4. Native Hawaiian or Other Pacific Islander
 5. White
 6. Hispanic or Latino
 7. Other
 8. Two or more races
 - c. Required: yes; will not be used to confirm eligibility

2. Question Text: What is your date of birth?

- a. Question Type: Open Answer
- b. Required: yes

3. Question Text: By selecting “yes” to this question, user asserts and verifies that **at least one** of following conditions applies to them: You must answer yes to qualify.

- Are in any stage of the process of eviction
- Have experienced an increase in rent at any period since April 1, 2020
- Have a hardship paying rent for any rent period since April 1, 2020
- Received a written or verbal demand of payment of rent, fines, fees or other penalties from their landlord or property manager at any time since April 1, 2020.
- Received written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020
 - a. Question Type: Single Select Dropdown
 - b. Answer choices: yes
 - c. Required: yes

4. Question Text: Do you have a written lease?

- a. Question Type: Single select drop-down
- b. Answer choices: yes, no
- c. Required: yes; will not be used to confirm eligibility

5. Do you have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)

- a. Question Type: Single select drop-down
- b. Answer choices: yes, no
- c. Required: yes; will not be used to confirm eligibility

Verification

Applicants will be required to provide documentation supporting identity and documentation supporting residency in the City of Santa Fe and risk of eviction/housing hardship which will be uploaded at time of application.

- **Verification of identity:** Applicants must upload a government-issued ID:
 - AAMVA-compliant driver license or identification card. This includes all state or provincial issued driver licenses and identification cards in the United States and Canada. AAMVA-compliant identity documents will include a PDF417 2D barcode on the back of the ID.

- ICAO-compliant machine readable travel documents. This includes all passports worldwide as well as many national ID cards. These travel documents will include a machine readable component on either the front (passports and national ID cards) or the back of the document (national ID cards).
- E.g., Driver's License, State ID, City ID, FOID Card, passport, matricula consular
- **Verification of housing hardship and address:** Acceptable documentation for housing hardship includes: an eviction notice or letter from landlord documenting housing hardship or a signed housing testimonial form. This will also serve as verification of Santa Fe residency.

Manual Review

These items will be manually reviewed by our support team to confirm eligibility.

Item	Manual review
Housing hardship	Manual review of documents uploaded to ensure the household is at risk of eviction or other housing hardship, and to ensure the household lives in the City of Santa Fe.
ID verification	For any ID flagged by our third-party vendor Berbix, we will manually review to make sure the ID is valid and the ID picture matches the selfie.

3.0 DELIVERABLES

Deliverable	Payment Amount	Due Date
Creation of the Economic Relief Fund on FII's online UpTogether platform, through which eligible Santa Fe residents can apply and receive cash disbursements. FII will provide screenshots of the application.	\$105,000 for the Economic Relief Fund (\$99,750 for direct payments to families and \$5,250 in administrative fees)	One week after contract execution
Expense report showing expenditure of \$105,000, including payments of \$750 to 133 households under the Economic Relief Fund and administrative fees of \$5,250 Aggregate demographic data	\$1,517,575	Upon expenditure of \$105,000

for the 133 awarded households		
Creation of the Eviction Prevention Fund on FII's online UpTogether platform, through which eligible Santa Fe residents can apply and receive cash disbursements. FII will provide screenshots of the application.		
<p>For both the Economic Relief Fund and the Eviction Prevention Fund:</p> <ul style="list-style-type: none"> - A general ledger detail report that reconciles all funds - A report with the following information provided in aggregate for all individuals who received assistance through each fund: zip code, age, race, chose direct deposit or prepaid card to receive funds. For only the Economic Relief Fund, FII will also provide in aggregate the use of funds and the work industry. 	\$5,000	Upon expenditure of \$1,517,575 or December 31, 2020

For each fund, FII will also provide the City with real-time access to the UpTogether dashboard to see fund disbursements.

4.0 FRAUD PREVENTION

FII has the following controls in place to prevent fraud:

- Users scan a government ID and selfie, and the two images get matched against each other.
- We enforce one payment per household based on:

- Applicant street address: if an applicant's address matches an address from another user who has already been approved or paid, then the applicant will be denied. This ensures 1 payment per household.
- Email and/or phone number (based on what the applicant used to authenticate): if an application has been approved or paid with an email address or phone number, it will reject other applications with that same email address or phone number
- Fuzzy match of full name
- We monitor IP addresses to
 - Prevent multiple applications from the same IP address
 - Match approximate IP location to reported address to identify fraud

5.0 DATA MANAGEMENT POLICIES AND PROCEDURES

FII respects and is committed to protecting the privacy rights of its participants. All data collected, including personally identifiable information, will only be used for the purpose for which it was provided. FII may share personal information between its affiliates and agents for its own marketing purposes, but FII does not disclose customers' personal information to third parties for the third parties' direct marketing purposes, as governed by California Civil Code 1798.83. We will disclose personal information only if required to do so by law or in good faith belief that we need to do so to (1) conform or adhere to legal requirements, (2) protect and defend the rights or property of FII or users of the Site, or (3) act in case of emergency to protect the safety of the public or users of the Site. Please see our website for our full privacy policy for UpTogether users (<https://www.uptogether.org/privacy-policy/>). We reserve the right, at our discretion, to change, modify, add, or remove portions of our privacy policy at any time by posting the amended policy online.

Data security

- All communication is encrypted in transit (same as banking apps)
- All data is encrypted at rest (i.e. when in our databases)
- All servers and database use auto-key rotation (imagine if your passwords changed on their own regularly)

Privacy

- We have tight access controls of who can access what data
- We log data access, such as support reviewing applications
- We don't collect social security numbers ever
- We don't share Personally Identifiable Information (PII) with third parties
- Uploaded government IDs and images used for identity verification are automatically deleted after 30 days

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the portions of its Strategic Plan set forth below:

Connect all residents of Santa Fe with the resources they need to thrive.



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

BUSINESS REGISTRATION

Business Name: FIL-NATIONAL
DBA: FAMILY INDEPENDENCE
INITIATIVE

Business Location: 663 13TH ST
OAKLAND, CA 94612

Owner: FIL-NATIONAL LLC

License Number: 228582

Issued Date: October 28, 2020

Expiration Date: October 28, 2021

CRS Number: 030342595007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

FIL-NATIONAL
P.O. BOX 71363
OAKLAND, CA 94612

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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

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 Inanlou Agency, Inc. 555 1st St Ste 305 Benicia CA 94510	CONTACT NAME: Philip Thomas	FAX (A/C, No): 707-456-4446	
	PHONE (A/C, No, Ext): 707-297-6569	E-MAIL ADDRESS: agents@inanlouagency.com	
INSURED FII-National (A NonProfit) dba:Family Independence Initiative,FII.org & UpTogether.org 663 13th St Ste 200 Oakland CA 94612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CFC Underwriting Limited (Lloyd's)		-----
	INSURER B: Stratford Insurance Company		40436
	INSURER C: HSB Specialty Insurance Company		14438
	INSURER D: Besso Limited		-----
	INSURER E:		
INSURER F:			

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PSJ0119641350	07/05/2020	07/05/2021	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		PSJ0119641350	07/05/2020	07/05/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
						AGGREGATE LIMIT	\$ 3,000,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions		PSJ0119641350	07/05/2020	07/05/2021	OCCURRENCE / AGGREGATE	\$1,000,000 / \$3,000,000
B	Directors & Officers		NFP9000306	07/05/2020	07/05/2021	OCCURRENCE / AGGREGATE	\$2,000,000 / \$2,000,000
C	Cyber Liability		6605020-01	07/05/2020	07/05/2021	OCCURRENCE / AGGREGATE	\$1,000,000 / \$1,000,000
D	Crime Insurance		B0595FD1576002020	09/02/2020	09/02/2021	OCCURRENCE / AGGREGATE	\$5,000,000 / \$5,000,000

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

****The City of Sante Fe is additional insured in regards to general liability and auto liability per blanket additional insured endorsement**. Waiver of Subrogation is included in favor of the City of Sante Fe for General Liability and Auto Liability policies when required by written contact. Certificate Holder will be notified of any cancellations 30 days prior to cancel date.**

****Additional Insured blanket verbiage on page 27 under "Conditions" at Section 2**

*****Waiver of Subrogation blanket verbiage on page 31 under "Conditions" at Section 16**

CERTIFICATE HOLDER**CANCELLATION**

City of Sante Fe 500 Market Street, Suite 200 P.O. Box 909 Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
OCTOBER 14, 2020 4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than ten (10) people, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording 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 at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at <https://www.santafenm.gov>.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at <https://santafe.primegov.com/public/portal>.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/97985808439?pwd=akZlUkZWt2RGUzLT2xL3pNK3RBdz09>. **Passcode: 584443**

Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: +1 (346) 248-7799 - Webinar ID: 97985808439 - Passcode: 584443**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.



City of Santa Fe

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REGULAR MEETING OF
THE GOVERNING BODY
OCTOBER 14, 2020 4:00 PM
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AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **SALUTE TO THE NEW MEXICO FLAG**
4. **INVOCATION**
5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
 - a) Regular Governing Body Meeting – September 30, 2020
9. **PRESENTATIONS**
10. **CONSENT CALENDAR**
 - a. Project Status Presentation and Request for Retroactive Approval of Amendment No. 2 to the Contract for Construction for CIP Project #503a (Salvador Perez Recreation Building – Structural and Building Envelope Rehabilitation), for the Purpose of an Increase of \$35,457.72 to the Contract Amount for Additional Deferred Maintenance Scope as Detailed in the Memo, the B&D Industries Cost Proposal and the Presentation Materials. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)
 - b. Request for Addendum #7 in the Total Amount of \$67,783.80, 1 Year Maintenance Agreement ILS Support – Sole Source – Term 07/01/20-06/30/21 with Library Innovative Interfaces Inc. (Maria E. Tucker, Library Director, metucker@santafenm.gov, 955-6788)



City of Santa Fe

AGENDA

REGULAR MEETING OF
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OCTOBER 14, 2020 4:00 PM
ATTEND VIRTUALLY

- c. Request for Approval of Inmate Confinement Agreement with Santa Fe County for the Incarceration, Care and Maintenance of Persons Charged with or Arrested for a Crime. Term of Agreement is Four (4) Years. Total Estimated Budgeted for Four (4) Years is \$2,000,000 (Santa Fe County); (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)
- d. Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is \$539,662.35 for the Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)
- e. Request for Approval of a Budget Adjustment Resolution (BAR) to the Public Utilities Wastewater Division to Cover the Negative Balance in Professional Contracts 5000361.510300 in the Amount of \$70,000. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)
- f. Request Approval of a Budget Adjustment Resolution (BAR) for Public Utilities Department to Fund Vacant Positions through the 2020/2021 Fiscal Year in the Total Amount of \$2,940,219.85 Across 12 Public Utilities Sections. (Shannon Jones, Public Utilities Director, swjones@santafenm.gov, 955-4267)
- g. Request for Approval of a Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group ("Pete's Place") Located at 2801 Cerrillos Road, for a Four (4) Year Term. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)
- h. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Highgarden Entertainment, LLC , for the Following: (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)
 - 1. Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe, which is within 300 Feet of the New Mexico School of the Arts, 500 Montezuma Avenue.
 - 2. Inter-Local Dispenser Liquor License #2626 with On-Premise Consumption Only and Patio Service from 418 & 420 Montezuma Avenue



City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
OCTOBER 14, 2020 4:00 PM
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to 418 & 420 Montezuma Avenue (Expansion of Licensed Premises).
This License will be Located at the Jean Cocteau Cinema, 418 & 420
Montezuma Avenue.

11. DISCUSSION/ACTION ITEMS

- a. Decision to Accept or Reject the City Attorney's Office's Recommendation for Appeal #2020-002644-APPL, Concurring with the Land Use Director's Determination that an Appeal Filed by Stefanie Beninato and John Eddy (Appellants) of the Historic Districts Review Board's Decision in Case #2020-002357-HDRB, which Approved Remodeling at 203 East Santa Fe Avenue, Should be Dismissed without a Public Hearing because Appellants Failed to Timely Serve Notice of the Appeal on the Property Owners, as Required by the Santa Fe City Code Section 14-3.17(D)(2). (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501).
- b. Request to Authorize the City Manager to Sign a CARES Act-Funded Contract with Family Independence Initiative (FII) in the Amount of 1.6 Million Dollars to Administer and Provide Direct Economic Relief to Indigent City Residents Affected by COVID as Part of the Governing Body's Budgeted 3.6 Million for the Connect Program. (Kyra Ochoa, Community Services Department Director, krochoa@santafenm.gov, 955-6603)
- c. Request to Authorize the City Manager to Sign a Contract with The Salvation Army in the Amount of Two Hundred Twenty-Five Thousand Dollars to Operate a Cold-Weather Shelter from November 1, 2020 to March 31, 2020 for Indigent City Residents Affected by COVID, to be Funded with \$90,000 from the Governing Body's Budgeted \$400,000 for the Midtown Emergency Shelter and \$135,000 from the Community Services Department Administration Budget. (Kyra Ochoa, Community Services Department Director, krochoa@santafenm.gov, 955-6603)
- d. Request for Approval of Purchase Order to Utilize CARES Act Funding in the Total Amount of \$321,887.00 for Envirco Iso-Clean Portable HEPA/UVC Air Filtration Systems; Grainger. (Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)



City of Santa Fe

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REGULAR MEETING OF
THE GOVERNING BODY
OCTOBER 14, 2020 4:00 PM
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- e. CONSIDERATION OF RESOLUTION NO. 2020____. (Councilor Rivera, Councilor Lindell and Councilor Villarreal)
A Resolution Repealing Resolution No. 2020-36; and Accepting a Municipal Arterial Program ("MAP") Cooperative Grant From the New Mexico Department of Transportation ("NMDOT") Identified as Control Number L500429 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of a Matter of Threatened Litigation Against the City that Has Not Been Filed. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

- Economic Development Advisory Committee

19. **PUBLIC HEARINGS**

- a. CONSIDERATION OF BILL NO. 2020-27. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Rivera and Councilor Vigil Coppler)



City of Santa Fe

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THE GOVERNING BODY
OCTOBER 14, 2020 4:00 PM
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An Ordinance Amending 12-2.1 SFCC 1987 to Update the Version of the International Fire Code Adopted by the City of Santa Fe. (Geronimo Griego, Fire Inspector II, gggriego@santafenm.gov, 955-3310) (Postponed September 30, 2020)

- b. CONSIDERATION OF BILL NO. 2020-23. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell and Councilor Vigil Coppler)

An Ordinance Amending Section 23-7.4 Relating to Golf Rates at the MRC. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840) (Postponed September 30, 2020)

- c. CONSIDERATION OF BILL NO. 2020-26. ADOPTION OF ORDINANCE 2020-____. (Councilor Villarreal and Councilor Lindell)

An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West between St. Francis Drive and DeVargas Mall. (Ladd Lucero, Traffic Technician, llucero@santafenm.gov, 955-6637)

- d. CONSIDERATION OF BILL NO. 2020-28. ADOPTION OF ORDINANCE 2020-____. (Mayor Webber and Councilor Lindell)

An Ordinance Amending Section 23-6.2 SFCC 1987 to Extend the Time Period for which Establishments that Have Obtained an Obstruction Permit from the City and a Temporary Change/Expansion of the Liquor License Premises from the New Mexico Alcoholic Beverage Control Division May Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property that has Been Specifically Authorized for Temporary Use Due to the COVID-19 Public Health Emergency and its Effects. (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209 and John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

- e. CONSIDERATION OF BILL 2020-11. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber, Councilor Cassutt-Sanchez, Councilor Abeyta, Councilor Lindell and Councilor Vigil Coppler)

An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting an Amended Local Economic Development Project Participation Agreement between the City of Santa Fe and Descartes Labs, Inc. for Design, Development and



City of Santa Fe

AGENDA

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OCTOBER 14, 2020 4:00 PM
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Construction of Tenant Improvements; and Lease Payments for Expansion of a New World Headquarters Facility, a Local Economic Development Project. (Fabian Trujillo, Office for Business Growth Manager, ftujillo@santafenm.gov, 955-6912) **(Postponed to November 10, 2020)**

- f. CONSIDERATION OF BILL 2020-12. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber, Councilor Cassutt-Sanchez, Councilor Abeyta, Councilor Lindell, and Councilor Vigil Coppler)
An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Descartes Labs, Inc. for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COVID-19. (Fabian Trujillo, Office for Business Growth Manager, ftujillo@santafenm.gov, 955-6912) **(Postponed to November 10, 2020)**

20. ADJOURN

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

NOTE: New Mexico law requires the following administrative procedures be followed when conducting "quasi-judicial" hearings. In a "quasi-judicial" hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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



City of Santa Fe, New Mexico

Memorandum



DATE: October 8, 2020

TO: Governing Body

FROM: Kyra Ochoa, Community Services Director *KO*

ITEM AND ISSUE:

Request to authorize the City Manager to sign a CARES Act-funded professional services contract with Family Independence Initiative (FII) in the amount of 1.6 million dollars to administer and provide direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program.

BACKGROUND AND SUMMARY:

As part of the City's CARES Act funding, the Community Services Department was granted 3.6 million dollars in funding for the Connect program to be distributed for the housing, food, transportation, utility, and safety needs of residents affected by COVID-19. Two million dollars of this funding has been allocated to non-profit health and human service providers in our Connect network. The remaining 1.6 million has been earmarked to provide direct economic assistance to be administered by a national organization, the Family Independence Initiative (FII), which has administered CARES funds for this purpose for other states, municipalities and counties nationwide.

By far the largest expense that those in need face is for rent, and our regular Connect fund covers that cost. We know from our navigation network that many residents in our community experience difficulty utilizing this assistance because they live in multi-family households and don't have lease agreements in their names or because their landlords do not accept third-party payments for rent. The contract with FII addresses this barrier. FII vets all applications for funds, reviews all identity documents, and reviews uploaded verification documents. When an individual qualifies, the direct assistance is then provided in the form of direct deposits or cash credit cards.

Those eligible would be city of Santa Fe residents who have experienced financial hardship due to COVID-19, resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses; and who fall into the following three categories:

For \$750 in Family Economic Relief fund:

1.

- Did not qualify for a federal stimulus check;
- Experienced at least a 20 hour per week reduction in hours per household between March and December, 2020
- Do not qualify for unemployment insurance.
- Have at least one dependent minor child

For \$750 in Closure Worker's Relief Fund

2.

- Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and December 31, 2020; and
- Did not qualify for sick leave benefits

For \$3,000 in eviction prevention:

3. Live in the City of Santa Fe and are at risk of eviction or experiencing other housing hardship

- Are in any stage of the process of eviction
- Have experienced an increase in rent at any period since April 1, 2020
- Have no written lease
- Have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)
- Have a hardship paying rent for any rent period since April 1, 2020
- Received a written or verbal demand of payment of rent, fines, fees or other penalties from their landlord or property manager at any time since April 1, 2020.
- Received written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020

Under separate contracts, Somos un Pueblo Unido will provide outreach and navigation to for purposes 1 and 2 and Chainbreakers will provide outreach and navigation to this resource and the Connect network as a whole. Family Independence Initiative will charge a 5% Administrative fee on the first \$100,000 of funds administered (\$5,000) and 3% on the remaining 1.5 million (\$45,000), for a total administrative fee of \$50,000. FII estimates based on experience that for a city of our size, that they will need approximately two and a half months to administer this dollar amount, thus the Community Services Department is requesting an expedited process for this CARES contract.

PROCUREMENT METHOD:

Emergency Procurement.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Human Services/Org 2400122

Munis Object Name/Number: Grants & Services/510400

ACTION REQUESTED:

Request to authorize the City Manager to sign a CARES Act-funded contract with Family Independence Initiative (FII) in the amount of 1.6 million dollars to administer and provide direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program

SUMMARY INDEX
Governing Body
October 14, 2020

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
1. Call to Order	Convened at 4:00 p.m.	1
2. Pledge of Allegiance	led by Councilor Romero-Wirth	1
3. Salute to the State Flag	led by Councilor Abeyta	1
4. Invocation	led by Councilor Villarreal	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as presented	2
7. Approval of Consent Calendar	Approved as amended	2-3
8. Approval of Minutes September 30, 2020	Approved as presented	3
9. Presentations	None	3
10. Consent Calendar Listing	Listed	4-5
a) Perez Rehab Amendment #2	Approved	5-6
g) Pete's Place Lease	Approved as amended	6-20
11. Discussion/Action Items		
a) HDRB Appeal #2020-002644	Approved as recommended	20-23
b) FII Contract for \$1.6 million	Approved as presented	23-25
c) Salvation Army Contract	Approved as presented	25-26
d) Envirco Iso-Clean Purchase	Approved as presented	26-27
e) MAP Coop Grant from NMDOT	Approved as presented	27-28
12. Matters from the City Manager	None	38
13. Matters from the City Attorney	None	38
Executive Session	8:52 – 9:21 pm	39-40
14. Matters from the City Clerk	None	38
15. Communications from Gov. Body	Communicated	39-41
Evening Session	7:20 pm	28
16. Roll Call	Quorum present	29
17. Petitions from the Floor	Petitions made	29-31
18. Appointments		
• Economic Dev Advisory Committee	Approved	31-32
19. Public Hearings		
a. Intl Fire Code Update Ordinance	Approved as amended	32-33
b. MRC Golf Rates Amendment	Approved	33-34
c. Sabino Vehicle Restrictions	Approved as presented	35-36
d. Sidewalk Alcohol Service Extension	Approved	36-37
e. Descartes Labs Construction	Postponed to Nov. 10, 2020	37
f. Descartes Labs Lease Loan	Postponed to Nov. 10, 2020	37
20. Adjournment	Adjourned at 9:23 pm	45

Councilor Vigil Coppler said there was a lot to read in all of this. She asked if there was any doubt in the language of the ordinance that the appellant must give owners notice within that three-day period with no wiggle room.

Ms. Paez agreed. The language is a mandatory requirement. And she read that they “shall hand-deliver in person or mail.”

Councilor Vigil Coppler asked then how they could prove they gave notice if it is hand-delivered.

Ms. Paez said she would rely on the parties. In this case, there is no factual dispute. The appellants stated they did not deliver within three days. Using the USPS with date stamp would be preferred. But our ordinance provides for either way.

Councilor Vigil Coppler did not see they stated how it was required.

Ms. Paez suggested it would be better to have it specified in the ordinance.

Councilor Vigil Coppler reasoned that there is no proof of delivery.

Ms. Paez agreed. And the Governing Body can decide whether to waive that requirement or not.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: Councilor Villarreal.

- b. Request to Authorize the City Manager to Sign a CARES Act-Funded Contract with Family Independence Initiative (FII) in the Amount of 1.6 Million Dollars to Administer and Provide Direct Economic Relief to Indigent City Residents Affected by COVID as Part of the Governing Body's Budgeted 3.6 Million for the Connect Program. (Kyra Ochoa, Community Services Department Director, krochoa@santafenm.gov, 955-6603)

Ms. Vigil read the caption for this item.

Director Ochoa said this is a proposal to expedite a contract as part of Connect Funding from CARES Act funding. We are in the process of

encumbering \$2 million and this is the program in which rent payments by a third party is made. This allows them to connect where third party payments don't work or when landlords don't accept third party payments which have a paper trail. It is for those who are not eligible for federal funding or unemployment and those with work shutdowns per Governor's orders with lost wages. Also, there are some who are excluded from eviction protections. This is a 20-year-old nonprofit that has successfully handled such funding in Chicago and San Antonio to make them eligible to receive the funding and use direct deposits in their checking accounts. We believe this will go a long way, although not far enough, in addressing this need but it is a contribution to the need.

Mayor Webber understood we are looking for a vote approve it or not.

MOTION: Councilor Garcia moved, seconded by Councilor Villarreal, to authorize the City Manager to sign the contract with the Family Independence Initiative as presented.

Discussion on the motion:

Councilor Villarreal was in support of this contract and knew how important it is. The local partners will help with their members and constituents. She asked Director Ochoa if there was an individual not connected with local partners and how we would connect with those not connected locally or who were asking through other departments. She asked how the Governing Body can be assured it would happen. She was surprised that utilities did not know about it.

Director Ochoa said with Chainbreaker, there would be outreach to make people aware of the fund and help them connect. There are also sandwich boards that advertise their website and phone numbers. She found it is not difficult to go through them.

Councilor Villarreal thanked her and would like the City Manager to go through the City departments, so we are all very aware of what we are providing.

Councilor Cassutt-Sanchez was happy to see this item and for going through Chainbreaker. She asked if those going through eviction will be helped to get housing.

Director Ochoa said the good thing about this way of funding, is that it is flexible on how they can use it. Tomás Rivera from Chainbreaker is present and he can talk about an average amount. He said it was \$18,000. So the

\$3,000 she mentioned is not adequate. But potentially it provides a way to mitigate things with the landlord.

Mr. Rivera noted the complexity of existing funding. Director Ochoa said it well. Chainbreaker is trying to figure out how to spread it around to all who need it and continue our partnership. This part of the funding is not enough but is a step in the right direction. They will be able to use some of it to prevent homelessness.

Councilor Cassutt-Sanchez was anxious to find out how far it is going and continuing to face the reality of the situation. As well as for public listening to these meetings and just getting through this pandemic.

Mr. Rivera knew there was not enough money, but we will help as much as possible and working with Alex on the potential policy recommendations that might come out of this. We expect that by the end of November.

Mayor Webber added that it will go to the Quality of Life Committee on these related issues and the band-aid offer. Much of it was unnoticed for years, not only from infrastructure but human stories and how to prevent homelessness from poverty, low paying jobs, and unemployment. We clearly need help from DC and it appears not to be happening. Our intent is to help those who are most vulnerable. 304 enormous crises. Thanks to all from nonprofit sector for their help and to Director Ochoa for working quickly on it.

Director Ochoa thanked Marcela Diaz for her strong leadership with the family initiative on this.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

- c. Request to Authorize the City Manager to Sign a Contract with The Salvation Army in the Amount of Two Hundred Twenty-Five Thousand Dollars to Operate a Cold-Weather Shelter from November 1, 2020 to March 31, 2020 for Indigent City Residents Affected by COVID, to be Funded with \$90,000 from the Governing Body's Budgeted \$400,000 for the Midtown Emergency Shelter and \$135,000 from the Community

Signature: Xavier Vigil
Xavier Vigil [Nov 4, 2020 14:28 MST]

Email: xivigil@santafenm.gov











CM COMM SVS FAMILY INDEPENDENCE INITIATIVE

Final Audit Report

2020-11-04


Created:	2020-10-30
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATxiOn_r9CoRpcW3Plcl-5clJ_KMN407J


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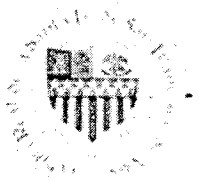
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 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)
Signature Date: 2020-11-04 - 9:43:50 PM GMT - Time Source: server- IP address: 216.158.249.234

 Agreement completed.
2020-11-04 - 9:43:50 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: October 29, 2020
TO: Jarel LaPan Hill, City Manager
VIA: Mary McCoy, Finance Director
FROM: Kyra Ochoa, Community Services Director

ITEM AND ISSUE:

Request for the City Manager to sign a CARES Act-funded professional services contract with Family Independence Initiative (FII) in the amount of one million six-hundred twenty-seven thousand five-hundred and seventy five dollars (\$1,627,575) to administer and provide direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program.

BACKGROUND AND SUMMARY:

As part of the City's CARES Act funding, the Community Services Department was granted 3.6 million dollars in funding for the Connect program to be distributed for the housing, food, transportation, utility, and safety needs of residents affected by COVID-19. Approximately two million dollars of this funding has been allocated to non-profit health and human service providers in our Connect network. The remainder has been earmarked to provide direct economic assistance to be administered by a national organization, the Family Independence Initiative (FII), which has administered CARES funds for this purpose for other states, municipalities and counties nationwide.

By far the largest expense that those in need face is for rent, and our regular Connect fund covers that cost. We know from our navigation network that many residents in our community experience difficulty utilizing this assistance because they live in multi-family households and do not have lease agreements in their names or because their landlords do not accept third-party payments for rent. The contract with FII addresses this barrier. FII vets all applications for funds, reviews all identity documents, and reviews uploaded verification documents. When an individual qualifies, direct assistance is then provided in the form of direct deposits or cash credit cards.

Those eligible are city of Santa Fe residents who have experienced financial hardship due to COVID-19, resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses; and who fall into the following three categories:

For \$750 in Family Economic Relief fund:

- Did not qualify for a federal stimulus check;
- Experienced at least a 20 hour per week reduction in hours per household between March and December, 2020

- Do not qualify for unemployment insurance.
- Have a least one dependent minor child

For \$750 in Closure Worker's Relief Fund

Or:

- Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and December 31, 2020; and
- Did not qualify for sick leave benefits

For \$3,000 in eviction prevention fund:

- Live in the City of Santa Fe and are at risk of eviction or experiencing other housing hardship
- Are in any stage of the process of eviction
- Have experienced an increase in rent at any period since April 1, 2020
- Have no written lease
- Have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)
- Have a hardship paying rent for any rent period since April 1, 2020
- Received a written or verbal demand of payment of rent, fines, fees or other penalties from their landlord or property manager at any time since April 1, 2020.
- Received written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020

Under separate contracts, Somos un Pueblo Unido will provide outreach and navigation to for purposes 1 and 2 and Chainbreakers will provide outreach and navigation to this resource and the Connect network as a whole. Family Independence Initiative will charge a 5% Administrative fee on the first \$100,000 of funds administered and 3% on the remaining 627,575 million, for a total administrative fee of \$48,825. FII estimates based on experience that for a city of our size, that they will need approximately two months to administer this dollar amount, thus the Community Services Department has requested an expedited process for this CARES contract.

PROCUREMENT METHOD:

Emergency Procurement.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Human Services/Org 2400122

Munis Object Name/Number: Grants & Services/510400

ACTION REQUESTED:

Request for the City Manager to sign a CARES Act-funded contract with Family Independence Initiative (FII) in the amount of one million six-hundred twenty-seven thousand five-hundred and seventy five dollars (\$1,627,575) to administer and provide direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202388

Contractor: FAMILY INDEPENDENCE INITIATIVE (FII)

Description: 2020 CARES Act CONNECT Service Provider

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: Upon signature Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ 1,627,575.00

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Kent DeYoung
Purchasing Officer

Purchasing Officer Review:

Nov 2, 2020

Date:

Comment & Exceptions: Emergency Procurement Form issued once final signature obtained. 13-1-127 Emergency conditions

4. **Funding Source:** Fund 240 - Community Development **Org / Object:** 2400122.510400

Alexis Lotero
Budget Officer

Budget Officer Approval:

Oct 30, 2020

Date:

Comment & Exceptions: Project ID #CARES20HSC

Staff Contact who completed this form: Kent DeYoung Phone # 955-6568

Email: kddeyoung@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FAMILY INDEPENDENCE INITIATIVE (FII)

Procurement Title: 2020 CARES Act Service Provider

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒ Emergency

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

Department Requesting Community Services Staff Name Kyra Ochoa

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"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<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"/>	Executed 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"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: <u>FEIN #02-0784790; CRS #03-342595-00-7; SF License #229582</u>

Kent DeYoung Administrative Manager 10/29/2020
 Department Rep Printed Name (attesting that all information included) Title Date


 From: kent@cityofsantafe.org (Nov 10 2020 07:55 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*