

**LICENSE AND TRANSFER AGREEMENT  
FOR THE DEVELOPMENT OF FIBER OPTIC INFRASTRUCTURE ON CITY PROPERTY**

This LICENSE AGREEMENT (License), is made this 17th day of May, 2023 by and between the **CITY OF SANTA FE, a municipal corporation (City)**, and **INTERNATIONAL FOLK ART ALLIANCE (IFAA) a New Mexico corporation (Licensee)**, (collectively, the Parties and each individually a Party).

**WITNESSETH:**

In consideration of Licensee's promises herein, City hereby gives the Licensee a License, revocable and terminable as hereinafter provided, to enter on, use and occupy the property of the City as provided herein.

**1. PREMISES.**

The City allows Licensee to use a portion of City-owned real property located within the Santa Fe Railyard Park Parking Lot, which includes an area between the City of Santa Fe Rail Line Corridor that crosses Callejon Road into the Santa Fe Railyard Park Parking Lot and connecting to the Railyard Park Community Building. More specifically, the Licensee may: Connect to the existing Fiber Optic Line running along the South-East boarder of the Rail Line Corridor; may install an underground Fiber Optic Line extension from this location to the Railyard Park Community Room by boring but not trenching; may install the required infrastructure within or onto the Railyard Park Community Room; for the purpose of making the associated data connection available for use by the Licensee or any other entity granted access; subject to the terms and conditions of this License as specified herein and as approved in writing by the City's Facilities Division Director or their designee. The licensed portion of City-owned real property is shown on **Exhibit A** attached hereto and made a part of this License Agreement. The Premises are provided in an "as is" condition.

**2. TERM.**

This License shall commence on the date of last signature, below, and shall continue until July 31, 2023, (the Term), unless otherwise terminated as provided herein. At the end of the Term, Licensee shall have one (1) "Option Term" of one (1) month. The Option Term is contingent upon compliance with this License and, if desired by Licensee, must be exercised by proper written notice by Licensee to the City at least 15-days prior to the expiration of the Term. Granting of the Option Term shall be at the City's sole discretion.

**3. LICENSE FEE.**

At the completion of the Term, or at the completion of the Option Term (if exercised by Licensee and consented to by the City), Licensee shall Transfer Ownership of all improvements made by the Licensee on City property, which shall be the "License Agreement Fee" paid to the City.

**4. TRANSFER.**

Upon completion of construction, inspections, and acceptance of the Fiber Optic Infrastructure, the Licensee shall convey the Fiber Optic Infrastructure (depicted and described in **Exhibit B**) to the City, free and clear of any liens or encumbrances upon the expiration of this License. Licensee shall promptly deliver and transfer to the City any property held by it under this License and shall execute and deliver any further assurance, conveyance, act, or deed necessary for that purpose. The City agrees to grant any requested future use of the Fiber Optic Infrastructure by the Licensee, during a similar IFAM annual sale event at the Railyard, free of any charge from the City, during the event.

**5. CONDITIONS OF USE.**

Licensee's use of the Premises shall at all times be in compliance with the provisions of this License including the following conditions of use:

A. Permitted Use. Use of the Premises is restricted to the installation and development of a fiber optic infrastructure.

B. Code Compliance. Licensee's use of the Premises shall at all times be in compliance with all applicable Codes, Regulations, and Rules be they City, County, State, or Federal. This includes but is not limited to the City's Municipal Code.

C. Modification of City Property. Other than the scope of work as described herein for the fiber installation, the Licensee shall not make any modification to City property without providing the City a formal request that includes proper documentation prior to the alteration of any City. No modifications made be made to City property without prior written consent from the City. Such written consent will require the Licensee to submit a formal proposal for any modifications. The City may require at its sole discretion detailed plans and specifications for modifications. Licensee shall pay for all modifications and alterations. Licensee shall make all modifications required to ensure the functionality of its operations within the Railyard.

D. Vendor Documentation. Licensee shall provide to the City for review and approval copies of any requested information from vendors providing services to the Licensee on City property including but not limited to the Licensee's Contract with the Vendor, all Supporting Contract Documents, the Certificate of Insurance, Business License, Designs, Details, and Specifications. No modifications made be made to City property without prior review and approval of such documentation and accompanying written consent from the City of Santa Fe's Facilities Division Director or their appointee. The City may require some of these Vendor Documents be included in this License as an Exhibit.

E. Vendor Oversight. Licensee shall include the City of Santa Fe's Facilities Division Director or their appointee in all phases of any work performed by the Licensee's Vendors on City Property. This includes but is not limited to ensuring such City staff are included in all planning, construction, inspection, and approval meetings.

F. Acceptance of Work. Licensee shall ensure the City of Santa Fe's Facilities Division Director, or their appointee has inspected and approved any work performed prior to accepting the work as complete. These City representatives may require additional work be performed to ensure the improvements meet City standards.

G. Warranty Period. The Licensee shall ensure that any improvements made on City property by Licensees' vendor(s) shall be accompanied by a minimum 1-Year Warranty on all materials, parts, and labor. Specifically, the warranty will include the fiber, the conduit, the interface box and the labor as described in Exhibits A and B. The warranty will not cover any damage that may occur after installation, such as breaking the fiber inside the building or by third parties breaking the underground fiber with a backhoe, or some such accident, nor does it include any sort of vandalism or Acts of God, (such as weather) or force majeure. The Licensee shall ensure this warranty is transferable to the City of Santa Fe.

H. Inspections. All modifications made to City property shall be inspected and approved by the City of Santa Fe's Facilities Division Director or their designee before acceptance of these modifications are approved. If upon inspection any deficiencies, defects, poor workmanship, or any other issues are discovered the Licensee shall insure all corrections and repairs are made prior to the acceptance and completion of the work.

I. Repairs and Maintenance. Licensee shall not cause or permit any waste, damage, or injury to the Premises or to any improvements made to the Premises. Licensee shall, at its sole expense, maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, and replacements, that arise during the Term of this License that are a result of Licensee's use of the Premises. Repairs and replacements required to be made by the Licensee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

## **6. NO INTEREST CREATED.**

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee.

## **7. INSURANCE.**

A. Comprehensive General Liability. Licensee, at its own cost and expense shall carry and maintain in full force and effect during the term of this License, comprehensive general liability insurance covering bodily injury, personal and advertising injury, and property damage liability. Such insurance shall be in a form and with an insurance company acceptable to the City with limits of not less than of \$1,000,000 per occurrence and \$1,000,000 in the aggregate against claims for which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall include broad form contractual liability coverage and be endorsed to provide that the City, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, and the directors, officials, officers, employees and agents for those entities are named as an additional insured for

Licensee's operations hereunder. City will be notified in writing within ten (10) days of cancellation of such insurance for any reason. Licensee shall furnish the City with a "Certificate of Insurance" and applicable endorsements prior to the City's issuance of this License.

B. Workers' Compensation Insurance and Employer's Liability Insurance. Workers' Compensation Insurance shall be within statutory limits, and Employer's Liability insurance shall be within limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, and agents.

C. Provisions Applicable to All Insurance Requirements.

(a). Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance shall be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the State of New Mexico, or approved by the Surplus Lines Association.

(b) Verification of Coverage. Licensee shall furnish the City with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before Licensee performance under this agreement. Acceptance of Licensee's Certificates of Insurance does not relieve Licensee of the insurance requirements, nor decrease the liability of Licensee under this Agreement. It is Licensee's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy for the City, in this or any regard.

(c). Primary and Noncontributory. The insurance required to be maintained by Licensee shall be primary and any insurance or self-insurance maintained by the City shall not be required to contribute to it.

(d). Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. Such Umbrella or Excess policy(ies) shall be endorsed to include the City, its directors, officials, officers, employees, and agents as additional insureds.

(e). Waiver of Subrogation. Licensee shall obtain waiver of subrogation endorsements stating that Licensee and its insurers waive any and all rights of recovery against the City, its directors, officials, officers, employees, and agents.

9. INDEMNIFICATION.

Licensee 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 arising out Licensee's use of the Premises, and/or the City's issuance of this License.

10. NEW MEXICO TORT CLAIMS ACT.

Any liability incurred by the City of Santa Fe in connection with this License 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 17th day of May, 2023.

CITY OF SANTA FE

John Blair

John Blair (May 17, 2023 10:44 MDT)

JOHN BLAIR, CITY MANAGER

ATTEST:

Geralyn Cardenas

Geralyn Cardenas (May 17, 2023 10:52 MDT)

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 8, 2023 09:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (May 16, 2023 14:37 MDT)

EMILY K OSTER, FINANCE DIRECTOR

Munis 2122800

LICENSEE:

INTERNATIONAL FOLK ART ALLIANCE

Melissa Mann

Melissa Mann (May 5, 2023 13:17 MDT)

By: Melissa Mann CEO



Exhibit A - Premises



## Exhibit B – Scope of Work and Equipment details

4200 Rodeo Road Santa Fe, NM 87507 505-988-9200



### New Santa Fe Railyard Fiber Run

#### Scope of Work

As depicted in Exhibit A, bore from the Santa Fe Fiber handhole to the Maintenance Shed metal building located south of Site Santa Fe's parking area on the east side of the train tracks:

Depth of 30 inches or more

Install 1- to 1<sup>1/2</sup>- conduit with tracer wire and mule tape Pull 12 strands of fiber through conduit

Install the riser on north exterior workshop side then a run into the south interior of the meeting room partition

Cyber Mesa will provide and secure network interface (plastic box) on exterior wall see below

Splice two fibers at each end of the run:

Two in the Santa Fe Fiber handhole Two in the network interface box

Restore area to original condition:

Clean up any debris Restore and rake the dirt



6.3"

4200 Rodeo Road Santa Fe, NM 87507 505-988-9200

February 14, 2023



## International Folk Art Market

### Proposal for Extending Fiber Optic Cable in the Santa Fe Railyard

#### Scope of Work

Cyber Mesa will work with Light Connections, a fiber contractor, to run fiber from the Santa Fe fiber handhole behind Site Santa Fe to the close-by metal building owned by the City of Santa Fe. We will bore underground, install conduit and pull 12 strands of fiber to the building. We will mount a small Network Interface box on the workshop side of the interior partition and splice two fibers on both ends (two in the handhole and two in the box). The fiber will be ready to connect to the Internet.

Service	Cost	Tax	Total
Fiber Construction	3,242.50	255.34	3,497.84
Exterior Building Connection	584.95	47.59	632.54

**Total**

**4,130.38**

**Terms**

The contractor is ready to go and not concerned about frozen ground. He has already called in the locates. Payment is due upon completion. If you accept the proposal, the project could be completed within a week.

**Internet Access**

The facility will be ready to receive Internet service when the construction is completed. Cyber Mesa rates will apply on a calendar month basis. The installation charge is \$250 inclusive of the fiber modem (CPE).

**LIGHT CONNECTIONS FIBER SOLUTIONS INC**

PO BOX 95350

ALBUQUERQUE, NM 87199

ap@lightconnectionsinc.com

# INVOICE

**BILL TO**

Cyber Mesa



**INVOICE # 4144**

**DATE 01/04/2023**

**TERMS Net 30**

ACTIVITY	QTY	RATE	AMOUNT
Santa Fe Railyard			
<b>Bore</b> Bore 1-1.25" conduit tracer wire and install mule tape	90	15.00	1,350.00T
<b>Pull Fiber</b> Pull underground Fiber	250	0.95	237.50T
<b>Fusion splice</b> Fusion splice fiber per single fiber	4	20.00	80.00T
<b>Riser</b> Install building Riser	1	50.00	50.00T
<b>set up</b> Set up fee per location (Splicing)	2	250.00	500.00T
<b>Mobilization</b> Trip Charge( cost of fuel )	1	750.00	750.00T
<b>Materials</b> OSP Materials 1.25" conduit, 12 ct fiber, riser material	1	275.00	275.00T

SUBTOTAL	3,242.50
TAX	255.34
TOTAL	3,497.84

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BALANCE DUE	<b>\$3,497.84</b>
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4200 Rodeo Road Santa Fe, NM 87507 505-988-9200

February 14,2023



### International Folk Art Market

#### Extending Fiber Optic Cable in the Santa Fe Railyard

Item/Service	Per Hour	Qty	Total
Network Interface box (NID)			29.95
Small refurbished combination lock			5.00
Installation of NID	110.00	3	330.00
Working with contractor	110.00	2	220.00
Total			584.95
		Tax 8.3125%	47.59
<b>Grand Total</b>			<b>632.54</b>

x 7.8" x 2". The fiber will come up from the ground to the box via a conduit.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2023

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

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

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> Michael Latting <b>PHONE (A/C, No, Ext):</b> (505) 982-4302 <b>FAX (A/C, No):</b> (505) 989-9186 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance <b>INSURER B:</b> New Mexico Premier Insurance C <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> International Folk Art Alliance, Inc dba IFAA  620 Cerrillos Rd  Santa Fe NM 87505	<b>NAIC #</b> 18058 13675

**COVERAGES****CERTIFICATE NUMBER:** Cert ID 35314**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2467649	11/01/2022	11/01/2023	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2467649	11/01/2022	11/01/2023	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		PHUB833539	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<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 type="checkbox"/> N/A	88606.108	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
						\$ \$

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

EVENT: Rental of property located at 1614 Paseo de Peralta, July 3-11, 2023.

Additional insured

Santa Fe Railyard Community Corporation 322 Read Street Santa Fe, New Mexico 87501 &amp; City of Santa Fe PO Box 909 Santa Fe, New Mexico 87504-0909 &amp; Santa Fe Conservation Trust PO Box 23985 Santa Fe, New Mexico 87502-3985

**CERTIFICATE HOLDER****CANCELLATION**The City of Santa Fe, Santa Fe Conservation Trust,  
Santa Fe Railyard Community Corporation1614 Paseo de Peralta  
Santa Fe NM 87501

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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

## BUSINESS REGISTRATION

**Business Name:** INTERNATIONAL FOLK ART ALLIANCE  
DBA: INTERNATIONAL FOLK ART  
ALLIANCE

**Business Location:** 620 CERRILLOS RD  
SANTA FE , NM 87501

**Owner:** INTERNATIONAL FOLK ART ALLIANCE

**License Number:** 105913

**Issued Date:** February 23, 2023

**Expiration Date:** February 23, 2024

**CRS Number:** 03082471000

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

INTERNATIONAL FOLK ART ALLIANCE  
620 CERRILLOS RD  
SANTA FE , NM 87501

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**



RE: License and Transfer Agreement with iFam for Approval



WORSTELL, LARRY F

To: ● BURNETT, SAM; ● TAPIA, JIMMY P.; ● GABALDON, RACHEL D.; ● LOVATO, JOANN D.; ● GONZALEZ, MANUEL M.  
Cc: ● CALABAZA, DEALVA X.; ● FARRELL, TIMOTHY G.

Reply Reply All Forward

Tue 5/9/2023 6:29 PM

Sam/Jimmy,

I have reviewed the Scope of Work and talked with the vendors on this project. I approve of the SOW and technical plans of this project.

Thanks,

Larry

Lawrence Worstell  
IT Infrastructure Manager  
City of Santa Fe  
1600 St. Michaels Dr [Bldg 74], Santa Fe, NM 87504  
505.955.5580 direct

From: BURNETT, SAM <[sjsburnett@santafenm.gov](mailto:sjsburnett@santafenm.gov)>

Sent: Tuesday, May 09, 2023 3:35 PM

To: TAPIA, JIMMY P. <[jtapia@santafenm.gov](mailto:jtapia@santafenm.gov)>; GABALDON, RACHEL D. <[rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)>; LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>; WORSTELL, LARRY F. <[lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)>

Cc: CALABAZA, DEALVA X. <[dxcalabaza@santafenm.gov](mailto:dxcalabaza@santafenm.gov)>; FARRELL, TIMOTHY G. <[tgfarrell@santafenm.gov](mailto:tgfarrell@santafenm.gov)>

Subject: RE: License and Transfer Agreement with iFam for Approval

Looping in Larry Worstell, the ITT Net Ops Manager who has been involved with this project.

Larry can you approve the IFAM fiber moving forward or do we need Manuel to?

Thank you, Sam

This email was sent from my mobile device. Please excuse any typos and my brevity.

From: TAPIA, JIMMY P. <[jtapia@santafenm.gov](mailto:jtapia@santafenm.gov)>

Sent: Tuesday, May 9, 2023 3:32:58 PM

To: GABALDON, RACHEL D. <[rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)>; LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>

Cc: BURNETT, SAM <[sjsburnett@santafenm.gov](mailto:sjsburnett@santafenm.gov)>; CALABAZA, DEALVA X. <[dxcalabaza@santafenm.gov](mailto:dxcalabaza@santafenm.gov)>; FARRELL, TIMOTHY G. <[tgfarrell@santafenm.gov](mailto:tgfarrell@santafenm.gov)>

Subject: RE: License and Transfer Agreement with iFam for Approval

Good Afternoon,

It has been requested from ITT that anything ITT related get approval from ITT prior to submitting anything for approval or signature. This is new to all of us so please have patience with us when it comes to this. I am still getting used to it myself.

Thank you,

Jimmy Tapia



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # N/A

Contractor: International Folk Art Market

Description: **Request Approval and Execution Between iFam and the City of Santa Fe for Development of Fiber Optic Infrastructure on City Property.**

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: TBD Term End Date: TBD

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

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

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: N/A

[Signature] May 10, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: License agreement

4. Funding Source: N/A

Andy Hopkins May 10, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Tim Farrell Phone # 505-490-1659

Email: tgfarrell@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: International Folk Art Market

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

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

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

Department Requesting Public Works/Facilities Div Staff Name Tim Farrell

### 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 checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Tim Farrell \_\_\_\_\_ Property Development Manager 5/8/2023

Department Rep Printed Name (attesting that all information included) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Contracts Supervisor May 10, 2023

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 contract.



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** May 9, 2023

**TO:** John Blair, City Manager

**VIA:** Regina Wheeler, Public Works Department Director  
Sam Burnett, Facilities Division Director

**FROM:** Tim Farrell, Property Development Manager *Timothy Farrell*

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### **ACTION:**

Request for the approval and execution of the License and Transfer Agreement between the International Folk Art Market (IFAM) and the City of Santa Fe for development of fiber optic infrastructure on City property. Tim Farrell, Property Development Manager, [tgfarrell@santafenm.gov](mailto:tgfarrell@santafenm.gov), 505-490-1659.

### **BACKGROUND AND SUMMARY:**

The International Folk Art Market (IFAM) will be holding their annual market event from July 5<sup>th</sup> – 9<sup>th</sup> at the Santa Fe Railyard Park and has requested to install a dedicated fiber optic line within the Railyard Park to support WIFI at the event and point of sale systems. With over 1,000 vendors selling their crafts, a high-speed wireless point-of-sale network is required to quickly process the thousands of sales transactions.

We are requesting the approval of a License and Transfer agreement with IFAM. This agreement first allows IFAM to install and utilize an internet fiber connection and wireless network within the Railyard Park to support their point-of-sale system for their annual market (License). Once installed, the ownership of this fiber connection will be passed to the City indefinitely (transfer). The City would then provide IFAM access to this network for their events free of charge. This License and Transfer Agreement includes requirements including, but not limited to:

- Provision of \$1,000,000 in insurance coverage.
- Indemnification of the City.
- City review and approval of all modifications made.
- Requirement to comply with all rules, regulations, and codes.
- City inspection and acceptance of any work completed.
- A one-year warranty period.

IFAM has contracted with CyberMesa who has provided a design for the installation of the new line. The new branch fiber line would run from the existing main line along the rail corridor, terminating at the City Maintenance Shed and Community Room building, which is located south of Site Santa Fe. See the diagram below. A secure router/modem will be located on the interior wall of the shed's east meeting room. Larry Worstell, Infrastructure Service Manager for City ITT, has reviewed and approved the specifications of this installation and system, and

Facilities has reviewed and will supervise and inspect the boring and equipment being mounted in the shed.

In lieu of a fee for this accommodation to IFAM, after the installation and the City's inspection of the system, IFAM will transfer, and the City will accept ownership of the fiber, modem and router. The City, should they choose, will have the option after the IFAM event to provide to the public low bandwidth WiFi within the Railyard Park on a full or part time basis for events and gatherings throughout the year. There is a provision within the License Agreement for IFAM to have use of the fiber at no charge from the City during any future IFAM event at the Railyard.



**ATTACHMENTS:**

International Folk Art Market License and Transfer Agreement

ITT Approval Email

Summary of Contracts

Signed Procurement Checklist














# 23-0229 International Folk Art Market

Final Audit Report

2023-05-17

Created:	2023-05-15
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
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## "23-0229 International Folk Art Market" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
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-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
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Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2023-05-17 - 4:52:51 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-05-17 - 4:52:51 PM GMT