



CITIZEN REDISTRICTING COMMITTEE

JULY 2, 2021

MEETING MATERIALS

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CITIZEN REDISTRICTING COMMITTEE

Hon. Edward L. Chávez, Chair
 Ryan Cangioli, Member
 Lisa Curtis, Member
 Robert Rhatigan, Member
 Joaquín Sanchez, Member
 Michael Sanchez, Member
 Christopher Saucedo, Member

Friday, July 2, 2021, 3:00 p.m. to 5:00 p.m. (Mountain Time)

Zoom Meeting

Location: Virtual Meeting Via Zoom

Join Zoom webinar through internet browser:

<https://us02web.zoom.us/j/85930726465?pwd=eGRlK2hzUnp3VnFZSnlmTEcyNloxdz09>

Meeting ID: 859 3072 6465
 Dial-in Number: (669) 900-9128
 Passcode: 430850

Chair calls meeting to order:

1. Roll call, introductions, and introduction to Citizen Redistricting Committee
(*Edward Chávez*)
2. Oath of office
(*Michael E. Vigil, Chief Justice, New Mexico Supreme Court*)
3. Approval of agenda

Committee Meeting Items

Action Required

- | | |
|---|-----|
| 1. <u>ONLINE PORTAL FOR SUBMISSION OF PUBLIC MAPS AND TESTIMONY</u> | No |
| a. Presentation of online portal (<i>Moon Duchin or Luis Delgadillo, Tufts University</i>) | |
| b. Public comment on online portal | No |
| c. Committee decision to use online portal | Yes |

- | | | |
|----|--|-----|
| 2. | <u>NOTICE OF PUBLIC MEETING DATES, VENUES, AND TIMES</u> | |
| | a. Presentation of proposed dates, venues, and times (<i>Edward Chávez</i>) | No |
| | b. Public comment on meetings | No |
| | c. Committee decision on meeting notices | Yes |
| 3. | <u>RULES OF PROCEDURE</u> | |
| | a. Presentation of rules of procedure (<i>Edward Chávez</i>) | No |
| | b. Public comment on rules | No |
| | c. Committee adoption of rules of procedure | Yes |
| 4. | <u>BUDGET, FISCAL AGENT, AND RATIFICATION OF FISCAL ACTIONS</u> | |
| | a. Presentation of appropriations and budget (<i>Edward Chávez & Raúl Burciaga</i>) | No |
| | b. Contract demographer: Research & Polling (<i>Raúl Burciaga</i>) | Yes |
| | c. Request for Proposals: Legal counsel (<i>Raúl Burciaga, Legislative Council Service</i>) | Yes |
| | d. Website contract: Real Time Solutions (<i>Edward Chávez</i>) | Yes |
| | e. Office contract: State Bar Center (<i>Edward Chávez</i>) | Yes |
| | f. W-9, per diem and mileage reimbursements (<i>Edward Chávez</i>) | No |
| 5. | <u>PENDING CONTRACTS AND AUTHORIZATION OF CHAIR</u> | |
| | a. Interagency agreement with State Ethics Commission (<i>Edward Chávez</i>) | Yes |
| | b. Authorization of Chair to enter future contracts (<i>Edward Chávez</i>) | Yes |
| 6. | <u>PRINCETON WEBINARS</u> (<i>Edward Chávez</i>) | No |
| 7. | FINAL PUBLIC COMMENT | No |

Adjournment

For inquires or special assistance, please contact Michael Kiley at Michael.Kiley@state.nm.us

OATH

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution and the laws of the State of New Mexico and that I will faithfully and impartially discharge the duties of _____ on which I am about to enter, to the best of my ability, SO HELP ME GOD.

SIGNATURE

(SEAL)

Subscribed and sworn to before me on
this _____ day of _____,
20_____.

SIGNATURE

TITLE

My commission/expires: _____

(This oath, when executed, must be forwarded immediately to the Secretary of State at Santa Fe, New Mexico, accompanied by a recording fee of \$3.00)

Chair's proposed meeting dates, venues, times

Meetings:

1. Organizational Meeting via Zoom 7/2/2021
2. First Round of Public input meetings
3. Meeting to decide which maps to propose for adoption
4. Second Round of public input meetings based on proposed maps
5. Meeting to formally adopt maps for submission to the Legislature

Proposed venues for Public Input Meetings with virtual attendance available:

- 1. Santa Fe at the Capitol Building**
- 2. Las Vegas, NM at Highlands,**
- 3. Acoma Pueblo at the Sky City Casino, or Laguna Pueblo at either the RT 66 facility or Dancing Eagle**
- 4. Farmington at the San Juan College**
- 5. Roswell at ENMU Instructional Technology Center**
- 6. Las Cruces at NMSU**
- 7. Albuquerque at 800 Bradbury Drive SE**

Dates: Suggestion is to consider Saturdays, also time to begin 3 p.m.

- July 2, 2021 Organizational Meeting via Zoom
- August 2-13 first round of public input meetings
- September 16, 2021 meeting to adopt maps to be proposed to public at the Capitol Building in Santa Fe and via Zoom
- September 27 through October 8 second round of public meetings
- October 15 meeting to adopt maps to be submitted to Legislature
- October 29 additional meeting if necessary

CITIZEN REDISTRICTING COMMITTEE RULES OF PROCEDURE

1. **ISSUING AGENCY:** Citizen redistricting committee (the committee), PO Box 92860, Albuquerque, NM 87199-2860; crc@state.nm.us.
2. **SCOPE:** These rules apply to all committee members, committee staff, and contractors with the committee.
3. **STATUTORY AUTHORITY:** Laws 2021, Chapter 79, Section 6, Paragraph B.
4. **DURATION:** Through October 30, 2021, or as soon thereafter as the committee delivers adopted district plans and all accompanying written evaluations and explanatory statements to the legislature.
5. **EFFECTIVE DATE:** July 1, 2021, unless a later date is cited at the end of a section, in which case the later date is the effective date.
6. **OBJECTIVE:** The objective of these rules is to provide procedures for the committee's public hearings regarding district plans and the proposal and adoption of district plans. The purpose of these rules is to ensure compliance with the Redistricting Act, Laws 2021, Chapter 79, Sections 2 through 10, and to promote fairness, transparency, and public participation in the development and adoption of statewide district plans for New Mexico's delegation to the United States House of Representatives, New Mexico's Senate, New Mexico's House of Representatives, and the Public Education Commission.
7. **DEFINITIONS:**
 - A. **"Chair"** means the member appointed by the State Ethics Commission who shall be a retired justice of the New Mexico Supreme Court or a retired judge of the New Mexico Court of Appeals;
 - B. **"Contract demographer"** means a contractor who has a contract to provide demographic and map-making professional services to the committee.
 - C. **"District plans"** means maps and any other related geographical information of the boundaries of all single-member districts corresponding to each member of an elected body that is subject to districting.
 - D. **"Online portal"** means a publicly available website, subject to the committee's direction, by which members of the public can submit comment, testimony, maps of one or more single districts, maps of one or more communities of interest, and maps of statewide district plans.
 - E. **"Person"** means an individual or entity.
 - F. **"Traditional redistricting principles"** means compactness; contiguity; preservation of communities of interest, taking into consideration political and geographic boundaries, including the boundaries of Indian nations, tribes, and pueblos; preservation of cores of prior districts; and consideration of an incumbent's address only to avoid the pairing of incumbents unless pairing is required by the aforementioned principles.

Committee commentary: In interpreting “traditional redistricting principles” as used in the Redistricting Act and defining that term for the purpose of these rules, the committee relies upon the New Mexico Supreme Court’s discussion of redistricting guidelines in *Maestas v. Hall*, 2012-NMSC-006, 274 P.3d 66. There, the Court concluded that the aforementioned list of principles, or principles very similar in substance, have been followed in New Mexico since 1991 and, moreover, should be used by state courts whenever called upon to draw a redistricting map. For the Court’s elaboration on each of these principles, see *Maestas v. Hall*, 2012-NMSC-006, ¶¶ 34–39.

8. COMMITTEE QUORUM AND AUTHORIZED ACTIONS:

- A.** A majority of the committee constitutes a quorum for the undertaking of committee business.
- B.** A majority of a quorum is sufficient to authorize action on any committee business.
- C.** The chair is authorized to act on behalf of the committee to enter into contracts and any interagency agreements, including agreements to provide for professional technical or legal services, as necessary to accomplish the committee’s duties under the Redistricting Act.

Committee Commentary: The Redistricting Act did not enact quorum or consent requirements that depart from the common law. This rule simply codifies the common-law rule that a majority of all the members of a board or commission constitutes a quorum, and the acts of a majority of the quorum are binding on the entire body. See *Pet. of Kinscherff*, 1976-NMCA-097, ¶ 4, 89 N.M. 669.

9. PER DIEM AND MILEAGE REIMBURSEMENTS:

- A.** Committee members are entitled to receive per diem and mileage as provided in the Per Diem and Mileage Act, including per diem for the attendance of a virtual committee meeting, and shall receive no other compensation, perquisite or allowance.
- B.** Any member electing to receive reimbursement for per diem and mileage shall request reimbursement from the Legislative Council Service on a form provided by that agency.

Committee commentary: Laws 2021, Chapter 81 amended Section 10-8-3 of the Per Diem and Mileage Act to clarify that, under the Act, “attend” means the act of being present, either physically or through a virtual platform that is approved by the entity responsible for determining attendance. Accordingly, committee members are entitled to receive per diem payments, as provided in the Per Diem and Mileage Act, for in-person and virtual attendance of committee meetings.

10. EX PARTE COMMUNICATIONS:

- A.** A member of the committee may not engage in any private communication with any individual other than committee members, committee staff, or committee contractors, concerning any district plan or part of a district plan.
- B.** Committee staff and contractors, including any contract demographers, may not engage in any private communication with any individual, other than committee members, committee staff, or other committee contractors, concerning any district plan or part of a district plan.

C. The communications prohibited by Subsection A and B do not apply to the receipt of any testimony, information, or map from a member of the public that is submitted to the committee during a committee meeting, through the committee's online portal, or to the committee via either electronic mail at crc@state.nm.us or U.S. mail.

D. If a communication prohibited by Subsection A or B of this section occurs, the communication, or a detailed and accurate description of the communication, including the names of all parties to the communication and the district plan or the part of the district plan that is the subject of the communication, shall be made available to the chair, who shall disclose the communication at the committee's next-scheduled public meeting.

E. If a committee member requests the committee's contract demographer to create a district plan or part of a district plan, the member's directions to the demographer shall be made public during the meeting at which maps are issued as proposed maps for public comment or, if the request occurs after that meeting, then during the committee's next-scheduled meeting.

11. COMMITTEE MEETINGS BEFORE PROPOSING DISTRICT PLANS:

A. Before proposing district plans for public comment, the committee shall hold no fewer than six public meetings that allow for virtual participation. The committee shall hold and conduct these meetings:

(1) after having provided the public with notice at least thirty days before each meeting; provided that, all public notices shall include information about how the public may participate and submit testimony, documents and information; and

(2) in-person; provided that:

(a) all meetings shall allow for virtual participation; and

(b) the committee shall not meet in person if any such meeting would violate a public health order issued by the department of health or another relevant government entity;

(3) in each of the four geographic quadrants of the state with one meeting on tribal land, subject to the agreement of the respective Indian nation, tribe or pueblo; and

(4) pursuant to the requirements of the Open Meetings Act, Sections 10-15-1 through 10-15-4, NMSA 1978.

B. At its meetings before proposing district plans, the committee may receive from any person testimony, as well as maps of communities of interest, maps of one or more single districts, and maps of statewide district plans, provided that:

(1) before the first meeting for the receipt of public testimony and maps, the committee has established an online portal for the public's submission and the committee's receipt of testimony, maps of communities of interest, single districts, and statewide district plans;

(2) any person attending a public meeting and providing a map of either communities of interest, one or more single districts, or statewide district plans must submit the maps through the committee's online portal or by sending a map in a common format, such as a shapefile, to the committee via electronic mail at crc@state.nm.us, U.S. mail, or hand delivery;

(3) the committee shall not consider any map that is not submitted through the committee's online portal or otherwise sent to the committee in a common format, such as a shapefile; and

(4) the committee shall not consider:

(a) any testimony referencing partisan data, such as voting history in partisan-contested elections or party registration data; or

(b) any complete district plan for the New Mexico House of Representatives, the New Mexico Senate, or the Public Education Commission that has a total deviation in population among districts of more than ten percent, or complete district plan for New Mexico's congressional districts with more than zero deviation unless that deviation is justified by legitimate state objectives.

C. At each of its meetings before proposing district plans, the committee may provide directions to the contract demographer regarding the development of district plans, including the preservation of communities of interest, and may receive information from the contract demographer regarding any trade-offs entailed by the committee's directions.

D. At any of its meetings before proposing district plans, the committee may select a district plan submitted by a member of the public and provide directions to the contract demographer to work from that plan.

Committee Commentary:

Regarding Section 11(B)(2), members of the public are encouraged to submit district plans through the committee's online portal. If a member of a public presents a district plan to the committee for the first time during the public meeting, having not submitted that plan through the committee's online portal, the committee staff will work with that member of the public to submit the district plan on the committee's online portal, so that all members of the public have an opportunity to evaluate the proposed plan.

Regarding Section 11(B)(4)(b), *see Tennant v. Jefferson County Commission*, 567 U.S. 758 (2012).

12. COMMITTEE DEVELOPMENT AND PROPOSAL OF DISTRICT PLANS:

A. The committee shall propose for public comment no fewer than twelve district plans, comprised of three district plans for each of:

- (1) New Mexico's congressional districts;
- (2) the New Mexico House of Representatives;
- (3) the New Mexico Senate; and
- (4) the New Mexico Public Education Commission.

B. The proposed district plans shall be based:

(1) on the most recent federal decennial census data generated by the United States census bureau (including both the legacy format dataset or, when available, the PL94-171 redistricting data summary files); the American community survey (a product of the United States census bureau); and, if necessary, on other reliable sources of data as determined by a majority of the entire committee;

(2) in part, on testimony, documents, including maps of communities of interest, one or more single districts, or statewide district plans, and other information received during the no fewer than six public meetings the committee shall hold before the proposal of district plans.

C. The committee shall develop district plans for proposal in accordance with the following provisions:

- (1) district plans shall be composed of contiguous, single-member districts;
- (2) congressional districts shall be as equal in population as is practicable;

(3) districts for the New Mexico House of Representatives, the New Mexico Senate, and the New Mexico Public Education Commission shall be substantially equal in population, such that no district plan will be characterized by a population deviation of more than ten percent among districts;

(4) district plans must comply with all applicable federal law, including the Voting Rights Act of 1965, as amended;

(5) districts shall be drawn consistent with traditional districting principles;

(6) districts shall be reasonably compact;

(7) districts shall be drawn in the attempt to preserve communities of interest, taking into consideration geographical boundaries and political boundaries, including political subdivisions and Indian nations, tribes, and pueblos; and

(8) districts shall be composed of entire precincts; provided that, a district plan may split precincts if and only if necessary to comply with the Voting Rights Act of 1965, as amended.

D. Subordinate to the criteria specified in subsection C of this section, the committee may seek to preserve the cores of existing districts.

E. When developing district plans for proposal, the committee shall not:

(1) use, rely upon or reference partisan data, including voting history in partisan contested elections or party registration data; provided that, the contract demographer and the committee's counsel may consider voting history data to ensure that a district plan complies with applicable federal law, including the Voting Rights Act of 1965, as amended; or

(2) consider the voting address of any candidate or incumbent holding elected office; provided that, the committee may consider the voting address of any candidate or incumbent holding elected office only if

(a) necessary to avoid the pairing of incumbents; and

(b) other traditional districting principles do not necessitate the pairing of incumbents.

F. After the committee develops district plans in accordance with subsections A through E of this section, the committee shall:

(1) issue the district plans for public comment on the committee's online portal at least ten days before the meetings required by section 6(A)(3) of the Redistricting Act and section 13 of these rules; and

(2) provide public access to all testimony, documents and information received in the meetings conducted before issuing proposed district plans for public comment.

Committee Commentary:

Regarding Section 12(C)(8), to the extent feasible and under the guidance of the contract demographer, the committee will make use of the precincts shown upon the standard base maps submitted pursuant to NMSA 1978, Section 1-3-13 and as revised and approved by the Secretary of State pursuant to the Precinct Boundary Adjustment Act, NMSA 1978, Sections 1-3-10 through 1-3-14.

13. COMMITTEE MEETINGS AFTER PROPOSING DISTRICT PLANS:

A. After publishing district plans for public comment, the committee shall hold no fewer than six public meetings that allow for virtual participation. The committee shall hold and conduct these meetings:

(1) after having provided the public with notice at least thirty days before each meeting; provided that, all public notices shall include:

(a) information about how the public may participate and submit testimony, documents and information; and

(b) reference to these rules;

(2) in-person; provided that:

(a) all meetings shall allow for virtual participation; and

(b) the committee shall not meet in person if any such meeting would violate a public health order issued by the department of health;

(3) in each of the four geographic quadrants of the state with one meeting on tribal land, subject to the agreement of the respective Indian nation, tribe or pueblo; and

(4) pursuant to the requirements of the Open Meetings Act, Sections 10-15-1 through 10-15-4, NMSA 1978.

B. At its meetings after proposing statewide district plans, the committee may receive from any person testimony and maps of alternative statewide district plans, provided that:

(1) before the first meeting, the committee has established an online portal for the public's submission and the committee's receipt of testimony and statewide district plans; and

(2) any person providing an alternative statewide district plan shall submit the alternative district plan through the committee's online portal or by sending a map in a common format, such as a shapefile, to the committee via electronic mail at crc@state.nm.us, U.S. mail, or hand delivery.

C. After publishing statewide district plans for public comment, the committee shall not, either at a public meeting or through its online portal, consider:

(1) maps of either communities of interest or one or more single districts, unless the maps of communities of interest or one or more single districts are submitted:

(a) as part of a statewide district plan; or

(b) in support of public comment regarding compliance with the Voting Rights Act, or other applicable federal law, of a district plan published by the committee;

(2) any complete district plan for the New Mexico House of Representatives, the New Mexico Senate, or the Public Education Commission that has a total deviation in population among districts of more than ten percent, or complete district plan for New Mexico's congressional districts with more than zero deviation unless that deviation is justified by legitimate state objectives; or

(3) any testimony making reference to the partisanship of New Mexico voters, including information referencing partisan data, such as voting history in partisan-contested elections or party registration data; provided that, the committee may receive and consider information relating to voting history when submitted to show that a district plan complies or does not comply with applicable federal law, including the Voting Rights Act of 1965, as amended.

D. The committee may provide directions to the contract demographer regarding the development of district plans, including the preservation of communities of interest, and may receive information from the contract demographer regarding any trade-offs entailed by the committee's directions. The committee may also select a district plan submitted by a member of the public and provide directions to the contract demographer to work from that plan.

Committee Commentary:

Regarding Section 13(B)(2), members of the public are encouraged to submit district plans through the committee's online portal. If a member of a public presents a district plan to the committee for the first time during the public meeting, having not submitted that plan to through the committee's online portal, the committee staff will work with that member of the public to submit the district plan on the committee's online portal, so that all members of the public have an opportunity to evaluate the proposed plan.

Regarding section 13(C)(2), see *Tennant v. Jefferson County Commission*, 567 U.S. 758 (2012).

14. ADOPTION OF DISTRICT PLANS

A. After the committee holds public meetings to receive public testimony and alternative district plans, the committee may incorporate any suggested changes to its proposed district plans in accordance with public comments and testimony the committee receives, subject to the following provisions:

(1) when incorporating any suggested changes, the committee shall not subordinate the requirements of Paragraphs (1) through (9) of Subsection A of Section 8 of Laws 2021, Chapter 79; and

(2) the committee shall not:

(a) use, rely upon, or reference partisan data, including voting history in partisan contested elections or party registration data; provided that, the contract demographer and the committee's counsel may consider voting history data to ensure that a district plan complies with applicable federal law, including the Voting Rights Act of 1965, as amended; or

(b) consider the voting address of any candidate or incumbent holding elected office; provided that, the committee may consider the voting address of any candidate or incumbent holding elected office only if

(i) necessary to avoid the pairing of incumbents; and

(ii) other traditional districting principles do not necessitate the pairing of incumbents.

B. After the committee has incorporated any suggested changes to its proposed district plans, the committee shall adopt, at a public meeting, which may be virtual, no fewer than twelve district plans, comprised of three district plans for each of:

(1) New Mexico's congressional districts;

(2) the New Mexico House of Representatives;

(3) the New Mexico Senate; and

(4) the New Mexico Public Education Commission.

15. WRITTEN EVALUATIONS OF ADOPTED DISTRICT PLANS AND SUBMISSION TO THE LEGISLATURE:

A. After the committee adopts the district plans, the committee shall prepare written evaluations of each district plan. These written evaluations shall include:

(1) a narrative description of the committee's work; and

(2) for each district plan:

(a) a description of how the plan satisfies the requirements sets forth in the Redistricting Act;

- (b) an analysis of the ability of racial and language minorities to elect candidates of their choice;
- (c) an analysis of how each district plan preserves communities of interest; and
- (d) measures of partisan fairness, which shall be informed by:
 - (i) prior partisan election data in New Mexico, collected within the past ten years;
 - (ii) a comparison of the committee’s adopted plans for each districted body against an ensemble of computer-simulated district plans for each districted entity, so long as those district plans include constraints imposed by the Voting Rights Act of 1965, as amended, and identified by the committee; and
 - (iii) established standards for measuring partisan gerrymandering, including the efficiency gap, the mean-median difference, and partisan symmetry.

B. The committee shall deliver its adopted district plans and accompanying written evaluations to the Legislature by October 30, 2021, or as soon thereafter as practicable.

Committee commentary: *See, e.g.*, Jowei Chen and Jonathan Roden, “Cutting Through the Thicket: Redistricting Simulations and the Detection of Partisan Gerrymanders,” Election Law Journal 14:14 (2015), 331-345; Nicholas O. Stephanopoulos and Eric McGhee, “Partisan Gerrymandering and the Efficiency Gap,” *U. Chi. L. Rev.* 831 (2015).

Citizen Redistricting Committee

6.29.21 Draft Budget

| | Miles | Mileage | 9% GRT | |
|---|--|---------|---------------------|--------------------|
| Beginning Balance | | | | \$400,000 |
| Translation services | | | 25,000.00 | 2,250.00 |
| Office Space State Bar Center | | | \$2,000.00 | 180.00 |
| Website Development | | | \$41,400.00 | 3,726.00 |
| Research & Polling | | | \$0.00 | |
| State Ethics Commission Staff | | | \$36,611.00 | |
| SEC mileage and actual travel expenses X 2 at \$.46 single-city round trips | 0.46 | | \$1,552.22 | |
| Mileages from Albuquerque CRC expense at \$.46 | | | | |
| | Santa Fe, NM | 64.70 | 29.76 | |
| | Las Vegas, NM | 123.30 | 56.72 | |
| | Farmington, NM | 183.70 | 84.50 | |
| | Las Cruces, NM | 222.90 | 102.53 | |
| | Roswell, NM | 201.30 | 92.60 | |
| | Laguna/Acoma | 47.70 | 21.94 | |
| | Sub-total | | 388.06 | \$776.11 |
| Calculation is for one vehicle single city round trips | | | | |
| CRC per diem X 2 (see calculation below) | | | | |
| | Santa Fe, NM | | | |
| | Las Vegas, NM | | | |
| | Farmington, NM | | | |
| | Las Cruces, NM | | | |
| | Roswell, NM | | | |
| | Laguna/Acoma | | | |
| | Sub-total | | | |
| Attorney @ \$350 x 250 hours | | | \$87,500.00 | 7,875.00 |
| Director Estimate \$45 X 60 monthly hours X 4 10,800.00 + GRT | | | \$10,800.00 | 972.00 |
| Technical Expert Estimate | | | \$0.00 | 0.00 |
| Venues | | | | |
| (other costs above any rent may be insurance and security and set up/take down) | | | | |
| | Santa Fe, NM State Capitol | | \$0.00 | |
| | Las Vegas, NM Highlands | | \$1,200.00 | |
| | Farmington, NM San Juan College | | \$200.00 | |
| | Las Cruces, NM NMSU | | \$4,000.00 | |
| | Roswell, NM ENMU | | \$0.00 | |
| | Laguna/Acoma (est) | | \$4,000.00 | |
| | Albuquerque, NM | | \$0.00 | |
| Zoom/Webcast | | | \$0.00 | |
| Security (State Police at no charge plus Tribal Police at the venue) | | | | |
| Advertising/Communications | | | \$100,000.00 | |
| CRC per diem for est. 20 meetings x 7 members | In state meetings (physical attendance) fixed per diem | 151.00 | \$21,140.00 | |
| | In state food (itemized) | 55.00 | \$4,200.00 | |
| CRC lodging for est six nights x 7 | In state lodging (itemized) | 215.00 | \$1,505.00 | |
| CRC staff 6 nights x 2 | | 55.00 | 660.00 | |
| | In state lodging (itemized) | 215.00 | 2,580.00 | |
| TOTAL | | | \$339,419.34 | \$15,003.00 |
| FUNDS APPROPRIATED LESS EXPENSES | | | | \$45,577.66 |

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIZEN
REDISTRICTING COMMITTEE AND RESEARCH & POLLING, INC.**

This memorandum of understanding (MOU) is made and entered into this 2nd day of July, 2021, by the Citizen Redistricting Committee (CRC) and Research & Polling, Inc. (R&P), collectively referred to as "the Parties", for the purpose of establishing the terms of agreement whereby R&P will perform professional technical redistricting services for the CRC.

WHEREAS, R&P is currently on contract with the Legislative Council Service (LCS) to provide various technical redistricting services to the legislature and to work with the secretary of state, county clerks and the United States Census Bureau to prepare the state for redistricting following release of the 2020 census data; and

WHEREAS, the Redistricting Act (Laws 2021, Chapter 79, Sections 2 through 10) establishes an independent committee, the CRC, to conduct public hearings for public input on the redrawing of district boundaries for the state's congressional districts, legislative districts and Public Education Commission districts and to develop redistricting plans for those offices for submission to the legislature; and

WHEREAS, because the legislature did not create a separate legislative committee to create and propose redistricting plans, R&P will be available to assist the CRC in performing its redistricting duties; and

WHEREAS, it is in the public interest that all technical and mapping data used in the redistricting process be uniform and therefore that R&P, the vendor providing the data and redistricting services, be allowed to do so for both the CRC and the legislature; and

WHEREAS, while performing services for the CRC, R&P will not consult with or take requests from individual legislators or caucuses until after the earlier of October 23, 2021 or the date of final selection of plans by the CRC; and

WHEREAS, R&P will continue its nonpartisan preliminary work with the secretary of state, counties and the LCS in preparing for the 2021 special redistricting session, including its work with the secretary of state and counties and in preparing mapping and census data for use in the redistricting process;

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to the state and to the Parties in having R&P assist the CRC, the Parties agree to the following terms:

1. **Terms of Agreement**

A. This MOU will be effective from July 2, 2021 until October 23, 2021.

B. R&P shall:

(1) participate in up to seven (7) preliminary public meetings held by the CRC pursuant to Sections 6 and 7 of Chapter 79 of Laws 2021;

(2) assist the CRC in reviewing and developing district plans in accordance with the provisions of Section 8 of Chapter 79 of Laws 2021 in consultation with legal counsel hired by the CRC;

(3) participate in up to seven (7) public meetings held by the CRC to receive public comment and testimony on the CRC's proposed district plans pursuant to Section 6 of Chapter 79 of Laws 2021;

(4) prepare the final district plans adopted by the CRC to be submitted to the legislature;

(5) refrain from any participation, writing, advising or editing concerning evaluations and statements required by Sections 9 and 10 of Chapter 79 of Laws 2021;

(6) complete all work for the CRC by October 23, 2021; and

(7) submit its invoices for services performed for the CRC to the LCS on a monthly basis.

C. The CRC shall:

(1) submit its final redistricting plans to the LCS for preparation of the accompanying bills to be submitted to the legislature; and

(2) release R&P from all service obligations no later than October 23, 2021.

STATE OF NEW MEXICO
CITIZEN REDISTRICTING COMMITTEE

RESEARCH & POLLING, INC.

By: _____
HON. EDWARD L. CHÁVEZ, Chair

BRIAN SANDEROFF, President

Date: _____

Date: _____

**REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES
FOR
STATE AND CONGRESSIONAL REDISTRICTING
FOR THE
CITIZEN REDISTRICTING COMMITTEE**

LEGISLATIVE COUNCIL SERVICE
411 STATE CAPITOL
SANTA FE, NEW MEXICO 87501
(505) 986-4600

ISSUE DATE:
JUNE 17, 2021

NOTICE

The New Mexico 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 bribes, illegal gratuities and kickbacks.

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1. INTRODUCTION

The Legislative Council Service (LCS), on behalf of the Citizen Redistricting Committee (CRC), invites individuals and organizations (Offerors) to submit proposals in accordance with the outlines and specifications contained in this request for proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide any additional information they believe is relevant.

The Redistricting Act, Laws 2021, Chapter 79, Sections 2 through 10, <https://www.nmlegis.gov/Sessions/21%20Regular/final/SB0304.pdf>, creates the CRC to develop, adopt and propose to the New Mexico Legislature district plans for New Mexico's congressional districts, the state House of Representatives, the state Senate and all other state offices required to be redistricted. The CRC is composed of seven members, no more than three of which may be affiliated with the same political party and two of which may not be affiliated with the largest and second largest political parties in the state. Beginning in July 2021, the CRC will hold a series of public meetings to receive public comment on the drawing of the district plans and the adoption of district plans. The district plans adopted by the CRC are to be delivered to the New Mexico Legislature by October 30, 2021, or as soon thereafter as practicable, for the New Mexico Legislature's consideration in a special session called for the purposes of redistricting.

The purpose of this procurement is to select a contractor to provide legal consulting services to the CRC to assist the CRC in planning for and accomplishing its congressional and state redistricting responsibilities following the 2020 decennial census as required by the Redistricting Act.

2. SEQUENCE OF EVENTS

| <u>Event</u> | <u>Date</u> |
|--|---------------|
| A. Release of RFP | June 17, 2021 |
| B. Submission of Proposals | July 1, 2021 |
| C. Evaluation of Proposals and Selection | July 2, 2021 |

The selection date is subject to extension at the discretion of the CRC. The effective date of the Contract is tentative; it is dependent on the selection date, the length of time required for Contract negotiation and the length of time for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978, and prospective Offerors may direct questions about the RFP to Justice Edward L. Chavez, Chair of the CRC, at crchedchavez@comcast.net, (505) 385-4469.

B. Submission of Proposals. Offerors shall submit their proposals and supporting documentation in electronic format to crchedchavez@comcast.net. Proposals must be in the format specified in Item 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals is July 1, 2021, no later than 4:00 p.m.

All proposals shall be submitted with the email subject line: "Proposal for Legal Consulting Services for the Citizen Redistricting Committee".

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by delivery of a written modification to the above email address. The email subject line shall read: "Modification to Proposal for Legal Consulting Services for the Citizen Redistricting Committee".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice or by telephone notification to Justice Edward L. Chavez, listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only one received, no late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the CRC. Time limits will not otherwise be waived.

Proposals will not be opened publicly and will not be open to public inspection until after award of the Contract.

C. Evaluation of Proposals. Proposals will be evaluated by the CRC using the criteria listed in Item 7 of this RFP. During the evaluation process, the CRC may seek clarification from Offerors, but shall NOT negotiate with Offerors.

D. Selection of Offeror. The final selection of an Offeror shall be made by the CRC. That selection will be publicly announced on or after July 2, 2021. The Offeror selected to perform the work and those Offerors not selected will be notified in writing by the CRC. Selection does NOT constitute an obligation to contract with the successful Offeror.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be emailed to all individuals who have notified the CRC of their intent to respond to the RFP. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by the amendment.

The written acknowledgment form sent with the amendment shall be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The CRC reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the CRC to do so. The CRC and the LCS shall not be responsible for the payment of any costs incurred by the Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an individual in no manner obligates the CRC to the eventual purchase of services. This process is solely at the discretion of the CRC and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Offerors shall include the following information in their proposals:

A. Letter of Transmittal. Include the following information:

- (1) the name, address, email address and telephone number of the Offeror;
- (2) the name and telephone number of the primary contact for the Offeror;
- (3) the signature of the Offeror;
- (4) the date of the proposal;
- (5) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP; and
- (6) a statement that the Offeror's proposal is valid for sixty (60) days after the deadline for submission of proposals.

B. Description of Services. Describe how the services will be provided or what tasks will be performed in response to the scope of work contained in Item 6 of this RFP. The scope of work indicates "what" the Offeror is supposed to do; the description of services should show "how" the Offeror intends to perform the services.

In submitting a proposal, Offerors should provide evidence of the Offeror's qualifications to perform the scope of work outlined in Item 6. Evidence should include:

- (1) evidence of familiarity with past redistricting efforts in New Mexico and specific legal experience in the area of redistricting;

(2) evidence of the Offeror's ability to perform the services, as required and upon request, in a professional, thorough and expeditious manner;

(3) identification of the individuals who will be assigned to work on the Contract and the nature of the services they will perform and provision of resumes and credentials or other background information for each of the individuals, including projects of similar nature on which the individual or firm has worked; this portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform the scope of work outlined in this RFP; and

(4) references.

C. Remuneration. After selection by the CRC, compensation for services will be negotiated between the successful Offeror and the CRC. The CRC will consider alternative proposals regarding compensation. The proposals should include the hourly rate to be charged for each category of personnel involved in providing the required services. The Contractor shall be compensated monthly for work performed in the preceding month. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes and reasonable expenses incurred in providing these services. The CRC shall submit the Contractor's invoices to the LCS monthly for payment.

D. Related Experience and Qualifications. Offerors should identify those individuals who will be involved in the various project tasks and should include the relevant education, training and prior experience of each listed individual. Additionally, the resumes of all key personnel should be included. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal.

Offerors should include a list of references from individuals who are familiar with the work of the Offeror and are aware of the Offeror's performance on similar tasks or projects.

The Offeror's ability to meet the evaluation factors contained in Item 7 of this RFP shall be stated in this section of the proposal.

E. Campaign Contribution Disclosure. An offeror shall disclose any campaign contributions pursuant to Section 13-1-191.1 NMSA 1978 as identified in the Disclosure of Campaign Contributions Form in Appendix A of this RFP.

F. Resident Business and Resident Veteran Business Preference. To receive a resident business or resident veteran business preference pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, Offerors must include a copy of their preference certificate with the proposal. Certificates for preferences can be obtained through the Taxation and Revenue Department (www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx).

6. SCOPE OF WORK

The Contractor shall provide legal assistance to the CRC in the following areas.

A. Administrative Law. As a newly created independent entity, the CRC may have basic questions on how it should conduct itself and interpret the provisions of the Redistricting Act concerning its work. This may include:

(1) assisting in handling and responding to any Open Meetings Act issues that may arise, including assisting in the development and adoption of procedures for public meetings and preparing for the public meeting process;

(2) preparing legal memoranda that may include issues arising under federal or New Mexico law; and

(3) giving general legal advice and guidance to the CRC in carrying out its duties.

B. Redistricting Law. The CRC is required to develop district plans in accordance with the requirements of federal law and principles outlined in the Redistricting Act. The Contractor shall assist the CRC in developing district plans by:

(1) clarifying for the CRC the factors considered necessary by the courts to comply with the legal requirements of the federal Voting Rights Act of 1965;

(2) providing expert legal advice to the CRC and assisting the technical contractor in reviewing proposed redistricting plans to ensure their legal and constitutional sufficiency;

(3) providing expert legal advice to the CRC and assisting the technical contractor in developing district plans in accordance with the requirements and prohibitions of Laws 2021, Chapter 79, Section 8;

(4) assisting in the preparation of the written evaluations and explanatory statements for district plans adopted by the CRC as required by Laws 2021, Chapter 79, Sections 9 and 10; and

(5) preparing necessary legal memoranda on redistricting that may include issues arising under the United States Constitution, the Redistricting Act, the federal Voting Rights Act of 1965 and applicable state and federal case law.

C. Meetings. At the request of the CRC, attending CRC meetings and meetings to receive public comment on district plans. The Contractor is not required to attend all CRC meetings but is expected to be available on an as-needed basis, at times on short notice, and to complete its work within the CRC's deadlines.

7. EVALUATION

The responsible Offeror whose proposal is most advantageous to the CRC shall be selected to perform the services. The inclusion of cost as a factor does not require the CRC to select the lowest cost proposal. The following evaluation factors shall be considered in order of importance:

- (1) experience and qualifications of principal personnel who are to be assigned to this project; specifically, what experience the firm has had in providing legal services on legislative and congressional redistricting, including federal Voting Rights Act of 1965 and constitutional redistricting issues, or other districting for other governmental entities (30%);
- (2) relevant professional legal experience (25%);
- (3) ability to perform services and to respond to requests in a timely manner (20%);
- (4) cost proposal (15%); and
- (5) client references (10%).

An additional 5% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident business preference certificate. An additional 10% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident veteran business preference certificate. An Offeror may receive either a resident business preference or a resident veteran business preference, but not both.

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS, on behalf of the CRC, and the successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which the Offeror does not agree.

A. Scope of Work. This portion of the Contract will be drafted following selection of an individual to perform the services. It will incorporate the scope of work in Item 6 of this RFP and the description of services from the Offeror's proposal.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes for services, which shall be paid by the Contractor. The hourly rate shall be specified in the Contract. The Contractor shall submit its invoices to the CRC on a monthly basis, and the CRC shall remit the Contractor's invoices to the LCS for payment.

C. Term. The Contract shall be effective and its terms shall extend from a date to be determined by the CRC through November 30, 2021.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing professional services for the CRC and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS and the CRC.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the CRC.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the CRC, the LCS and the State Auditor. The CRC and the LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS and the CRC, their officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority from the LCS, with prior approval of the CRC, to do so, and then only within the strict limits of that authority.

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

K. Attorney-Client Relationship. The Contractor shall perform legal services for the CRC. The Contractor shall not have an attorney-client relationship with the LCS by virtue of the Contract. The LCS, on entering the Contract on behalf of the CRC, acts as the fiscal agent for the CRC.

L. Product of Service; Copyright. All materials developed or acquired by the Contractor under the Contract shall become the property of the State of New Mexico and shall be delivered to the CRC not later than the termination date of the Contract. Nothing produced, in whole or in part,

by the Contractor under the Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

M. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict with the performance of services required under the Contract.

N. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

O. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

P. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.

Q. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any of its terms or conditions shall be a waiver of any other or subsequent breach; a waiver shall not be valid unless it is in writing and signed by the party granting the waiver.

R. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS, for expenditure on behalf of the CRC, by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorization are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

S. Notice. 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 bribes, illegal gratuities and kickbacks.

T. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Section 13-1-191.1 NMSA 1978, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether the prospective contractor, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole-source or small-purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THE PROSPECTIVE CONTRACTOR, A FAMILY MEMBER OR A REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole-source or small-purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole-source or a small-purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution(s) Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

Signature

Date

Title (Position)

— OR —

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative during the two-year period prior to the submission of this proposal.

Signature

Date

Title (Position)

For the purposes of this RFP, "applicable public officials" are the members of the Citizen Redistricting Committee:

- The Honorable Edward L. Chavez, Chair
- Ryan Cangiolosi
- Lisa Curtis
- Robert Rhatigan
- Joaquin Sanchez
- Michael Sanchez
- Christopher Saucedo

STATE OF NEW MEXICO

**AGREEMENT BETWEEN THE LEGISLATIVE COUNCIL SERVICE
AND THE CONTRACTOR**

This Agreement is entered into by the following parties:

THE LEGISLATIVE COUNCIL SERVICE (LCS)
on behalf of the Citizen Redistricting Committee (CRC)
411 State Capitol
Santa Fe, NM 87501
(505) 986-4600

THE CONTRACTOR:
Real Time Solutions, Inc.
2101 Mountain Rd. NW, Suite A
Albuquerque, NM 87104
(505) 830-0414

FOR THE FOLLOWING PROJECT:

CREATION OF THE CITIZEN REDISTRICTING COMMITTEE WEBSITE AND
PROVISION OF ON-CALL TECHNICAL SUPPORT

RECITALS

WHEREAS, the LCS, through its Director, is authorized to enter into a professional services contract pursuant to the Procurement Code;

WHEREAS, the LCS has awarded this Contract according to the Procurement Code, General Services Department (GSD) Statewide Price Agreement #90-00000-19-0065BX and purchasing procedures for contracts of the type and amount awarded;

WHEREAS, the CRC will need a dedicated website to disseminate information on the redistricting process to the public, provide public notice of meetings, receive public comment on redistricting plans and receive and post proposed redistricting maps; and

WHEREAS, award of the Contract on this project was made by the LCS on June 14, 2021;

the LCS and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and GSD Statewide Price Agreement #90-00000-19-0065BX. These documents form the Contract, and all are as fully part of the Contract as if attached to this Agreement or repeated herein. If a conflict exists between an express provision of this Agreement and any other Contract Document, the provisions of this Agreement shall control. The CRC shall be considered the Procuring Agency for the purposes of carrying out the scope of work outlined in Article 2 of this Agreement.

ARTICLE 2

SCOPE OF WORK

I. The Purpose of this Agreement, including goals and objectives, is to create the CRC Website and provide on-call technical support for all databases listed in the Scope of Work. The Contractor will use Adobe Suite, Microsoft SQL, Graphical Interface Services (GIS), Visual Studio, Dreamweaver and any additional necessary programming languages.

II. Performance Measures

The deliverables set forth will assist the Procuring Agency in exercising its statutory authority pursuant to the Redistricting Act, Laws 2021, Chapter 79, Sections 2 through 10.

III. Activities

The Contractor will:

- create a website for the CRC;
- provide functionality for website integration with the Districtr web app or other web pages developed for the CRC by Districtr;
- provide on-call technical support for all databases listed in the Scope of Work;
- provide deployment and hosting and maintenance of the website through the Contract term; and
- develop, create, maintain and provide on-call technical support regarding website development and integration with the Districtr web app or other program.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each deliverable under the terms of this Agreement. The Contractor must perform each task and subtask but is not limited to performing only the identified task or subtasks in a given project area. The Parties hereby agree that the deliverables are the controlling items and that the Contractor's obligation is to perform and deliver the deliverable as described in the following sections.

A. Deliverable Number 1 – Citizen Redistricting Committee Website with Districtr Integration

| <u>Deliverable Name</u> | <u>Due Date</u> | <u>Compensation</u> |
|--|-----------------|--|
| CRC Website with Districtr Integration | July 15, 2021 | <ul style="list-style-type: none"> • Total Compensation Amount Not to exceed \$30,000.00, Exclusive of GRT. |

| <u>Task Item</u> | <u>Sub Tasks</u> | <u>Description</u> |
|---------------------------|------------------|--|
| Project Management | 1.1 | <ul style="list-style-type: none"> • The Contractor shall designate a project manager to serve as the primary point of contact through the development, testing, implementation, and development of the deliverables specified in this scope of work. • The Contractor shall schedule and conduct meetings concerning the planning, requirements, development, status, and overall progress of the project. • The Contractor shall coordinate necessary project resources with the Procuring Agency. • The Contractor shall develop and define a project schedule to coincide with the Procuring Agency's work under the Redistricting Act and the Procuring Agency's internal rules of procedure. |

| | | |
|--|-----|---|
| Requirement Gathering and Documentation | 1.2 | <ul style="list-style-type: none"> • The Contractor shall work with the Procuring Agency to ensure that the Contractor is informed on all aspects of what core and supporting functionality the Procuring Agency requires for public implementation of the website. • The Procuring Agency will make all efforts to supply the Contractor with the requirements for core and supporting functionality and documentation relating to core functionality of the website as specified in this Scope of Work. • The Contractor will document, prioritize, and work in accordance with the priority level of features as specified in this Scope of Work. |
| Website Design | 1.3 | <ul style="list-style-type: none"> • The Contractor shall meet with the Procuring Agency to identify specifications required for the Citizen Redistricting Committee website. • The Contractor shall document the functional specifications and provide them to the Procuring Agency for Review. |
| Website Development | 1.4 | <ul style="list-style-type: none"> • The Contractor shall meet with the Procuring Agency to plan and design the content and function of the website in brainstorming session(s). • The Contractor shall develop graphical mockups for the homepage, navigation, and content pages. • The Contractor shall develop graphical mockups for desktop, tablet and mobile device views of the website. • The Contractor and Procuring Agency will meet to review concepts of the content, layout, design navigation, social media, and Districtr web app integration. • The Contractor shall make modifications based on input from the Procuring Agency. • The Procuring Agency shall review and approve the final mockup of the Citizen Redistricting Committee website. |
| | 1.5 | <ul style="list-style-type: none"> • The Contractor shall meet with the Procuring Agency to determine the website sitemap. • The sitemap will be documented and provided to the Procuring Agency for final review and approval. |
| | 1.6 | <ul style="list-style-type: none"> • The Contractor shall develop the website using HTML and other management content necessary to support the agreed to content, layout, design, functionality, social media, and other integrations. |
| Districtr Integration with Website | 1.7 | <ul style="list-style-type: none"> • The Contractor will ensure that the Citizen Redistricting Committee website integrates with third-party web app software, created by Districtr, for the development, submission, and retention of publicly created district plans and public comment. • The Contractor shall provide the functionality for visitors to the CRC website to use or otherwise connect to the Districtr web app and ensure that visitors can return back to the CRC main website via link. |

| | | |
|----------------------------|------------|---|
| Activities Tracking | 1.8 | <ul style="list-style-type: none"> Contractor shall maintain a log of requests in a Procuring Agency approved tracking system with a unique number assigned to each Procuring Agency request. The unique number shall be provided by the contractor to Procuring Agency for reference and communication. |
|----------------------------|------------|---|

B. Deliverable Number 2 – Support, Training, and Maintenance of Citizen Redistricting Committee Website

| <u>Deliverable Name</u> | <u>Due Date</u> | <u>Compensation</u> |
|---|------------------------------|--|
| Support, Training, and Maintenance of CRC Website | July 1, 2021 – June 30, 2022 | <ul style="list-style-type: none"> Total Compensation Amount Not to exceed \$11,400.00, Exclusive of GRT. |

| Task Item | Sub Tasks | Description |
|--|------------|---|
| Support, Training, and Maintenance of CRC Website | 2.1 | <ul style="list-style-type: none"> Upon request of the Procuring Agency, according to the types of requests below, the Contractor shall provide support for minor enhancements, training, and design changes to the website. Support Categories: Websites, design changes, additional training, and additional programming related to Districtr integration. Compensation amount: \$90.00/hour for on demand business hours and \$115.00/hour for on demand off hours. |
| | 2.2 | <ul style="list-style-type: none"> Types of Requests: requests taking less than 2 hours will be completed within 2 business days, and for requests taking more than 2 hours, a quote will be provided with costs and a schedule before work begins, subject to the Procuring Agency's approval. Compensation amount: \$90.00/hour for on demand business hours and \$115.00/hour for on demand off hours. |
| | 2.3 | <ul style="list-style-type: none"> Expedited Requests: for requests needing to be completed as soon as possible, the Contractor shall provide an estimated time of completion and a quote. Upon the Procuring Agency's approval, the Contractor shall begin work. Compensation amount: \$115.00/hour for on demand business hours and \$115.00/hour for on demand off hours. |

ARTICLE 3

COMPENSATION

The LCS shall pay the Contractor for Deliverable Number 1 no more than thirty thousand dollars (\$30,000) plus the New Mexico gross receipts tax for which the Contractor is liable on the amount of compensation paid under this Agreement; and for Deliverable Number 2, no more than eleven thousand four hundred dollars (\$11,400) plus the New Mexico gross receipts tax for

which the Contractor is liable on the amount of compensation paid under this Agreement. Payment shall be made upon receipt and review by the CRC and the LCS of a detailed statement from the Contractor of the work performed in the month preceding the month the bill is submitted. Final payment, constituting the entire unpaid balance due for work performed, shall be made within thirty (30) calendar days of completion of the work.

ARTICLE 4

DIRECTION OF WORK AND INVOICE APPROVAL

On and after July 1, 2021, the Contractor shall conduct its work at the direction of the CRC and staff and shall submit all invoices to the CRC for approval before submission to the LCS for payment.

ARTICLE 5

GENERAL AND SPECIAL PROVISIONS

5.1 Term. This Agreement shall not become effective until it is signed by all parties to the Agreement.

5.2 Termination. The Agreement may be terminated by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

5.3 Status of Contractor. The Contractor and the Contractor's agents and employees are independent contractors performing services for the LCS on behalf and at the direction of the CRC and are not employees of the State of New Mexico. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

5.4 Assignment. The Contractor shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under the Agreement without the prior written approval of the CRC and the LCS.

5.5 Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Agreement without the prior written approval of the CRC.

5.6 Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the CRC, the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Agreement shall not foreclose the right of the LCS to recover excessive or illegal payments.

5.7 Release. The Contractor shall, upon final payment of the amount due under the Agreement, release the CRC and the LCS, their officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Agreement by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

5.8 Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under the Agreement.

5.9 Amendment. The Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties.

5.10 Merger. The Agreement incorporates all of the agreements, covenants and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged in this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless included in the Agreement.

5.11 Applicable Law. The Agreement shall be governed by the laws of the State of New Mexico.

5.12 Waiver. No waiver of any breach of the Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

5.13 Appropriation. The terms of the Agreement are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Agreement shall, notwithstanding the provisions of any other paragraph of the Agreement, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5.14 Notice. The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

5.15 Equal Opportunity Compliance. The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 the Agreement. If the Contractor is found to be not in compliance with these requirements during the life of the Agreement, the Contractor shall agree to take appropriate steps to correct these deficiencies.

5.16 Confidentiality. Any information given 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 entity by the Contractor without the prior approval of the CRC.

5.17 Product of Services; Copyright. All work and rights to work produced, developed or acquired by the contractor under the contract, including ownership of any copyrights to work produced under the contract, shall be transferred to and become the exclusive property of the state, and all materials developed or acquired under the contract shall be delivered to the LCS not later than the termination date of the contract. The Contractor and the LCS acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under the contract.

EXECUTED:

This Agreement is entered into by:


RAÚL E. BURCIAGA, Director
Legislative Council Service


REAL TIME SOLUTIONS, INC.
Contractor

Date: 6/15/2021

Date: 6/15/2021

N.M. License # CRS #03-259-488-007

N.M. Tax I.D. # _____

Federal Tax I.D. # 46-1718170

**Lease Agreement
Between the State Bar of New Mexico and
the Citizen Redistricting Committee**

This Lease Agreement (“Agreement”) is entered into this ___ day of _____ 2021 by and between the State Bar of New Mexico (“SBNM”) and the New Mexico Citizen Redistricting Committee (“CRC” or “Committee”) for the purpose of the CRC leasing space from SBNM at the State Bar Center Building located at 5121 Masthead NE, Albuquerque, New Mexico (“Bar Center”).

In consideration of their mutual promises, the parties agree that:

ARTICLE I: Office Space and Amenities

SBNM shall provide the following lease space and amenities at the costs specified below:

A. Office Space.

The CRC shall occupy the office suite at the second floor, west end of the Bar Center. The CRC shall be assessed a rental rate of \$400.00 per month to be paid to SBNM on a monthly basis.

B. Amenities Included with Leased Space.

The following amenities are included the leased space at no additional charge.

1. Leased space furnished with basic desks, chairs and file cabinets.
2. Telephone line and private number.
3. Use of SBNM mailing address. Mail addressed to the CRC received in the SBNM Post Office Box during the course of this Agreement will promptly be delivered to the CRC office by SBNM Staff.
4. Wi-Fi access.
5. Printer access including paper for standard business printing. Large print jobs can be quoted through SBNM print shop.
6. Cleaning services including nightly vacuuming and dusting.
7. Free Popcorn and beverages in the staff break room!

C. Bar Center usage.

The CRC shall be entitled to utilize Bar Center meeting rooms on an "as available" basis at no additional rental charge. The CRC shall reimburse SBNM for meeting related items on an "as used" basis, including soft drinks, coffee, snacks, etc. at SBNM cost. SBNM shall not be responsible for Bar Center staffing in conjunction with CRC meetings. CRC shall coordinate any CRC meetings with the Bar Center Front Desk Manager, Cecilia Webb (cwebb@sbnm.org).

ARTICLE II: General Provisions

A. Term

This Agreement shall continue until terminated.

B. Termination

This Agreement may be terminated by either party upon written notice. Prior to termination,

both Organizations must satisfy all outstanding obligations to the other party.

Any dispute arising directly or indirectly out of this Agreement or its termination shall be first subject to mediation. If mediation is unsuccessful, the dispute shall be resolved by arbitration in accordance with the Uniform Arbitration Act, NMSA 1978, §§ 44-7A-1 to -32 (2001 as amended through 2016) in lieu of litigation. In the event of arbitration, each party shall bear its own costs.

C. Entire Agreement.

This Agreement supersedes any previous Agreement or understanding between the parties regarding the matters covered in this Agreement. This Agreement and any addenda or attachments shall constitute the entire agreement between the parties for the provision of lease space and database services.

D. Amendment.

This Agreement may be amended at any time with the mutual agreement of both parties as evidenced by a written document signed by both parties.

E. Assignment.

Neither party may assign nor delegate any of its rights or obligations under this Agreement without first obtaining written consent of the other party.

F. Property.

All property, records, information and data acquired or developed by SBNM or the CRC will remain property of the respective programs. In the event of termination each party will provide the other with any data, records and documents in its possession necessary for the transition.

G. Indemnification.

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, directors, agents and employees for any and all claims, suits, losses and damages, including reasonable attorney's fees, costs and expenses in connection with the performance of this Agreement caused by the negligent act or intentional act or failure to act of either party.

H. Confidentiality.

It is the intent of the SBNM and the CRC to ensure that the operations, activities, and business affairs of each party and its members and program participants are kept confidential to the greatest possible extent. If, during the term of this Agreement either party, its officers or employees acquire confidential or personnel information about the other party and/or its members or clients, public service, referral or other programs, such information is to be handled in the strictest confidence.

I. Governing Law.

This Agreement has been executed and delivered in New Mexico and shall be construed and enforced in accordance with the laws of the State of New Mexico.

J. Notices.

Any notice permitted or required by this Agreement may be delivered to the party or mailed to the party as follows or to such other address as the party shall designate:

To SBNM:

Executive Director
State Bar of New Mexico
PO Box 92860
Albuquerque NM 87199-2860

To CRC:

K. Severability.

If any provision of this Agreement is determined to be impermissible or illegal, the rest of the Agreement shall not be affected by such a determination.

L. Waiver.

Failure of either party to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights or of the ability of the party to enforce any provision at a later date.

M. Relation of Parties.

This Agreement shall not create nor be deemed to create any relationship between the SBNM and the CRC, other than that specified as part of the Agreement. Staff of the CRC shall not be employees of the SBNM and the SBNM assumes no supervisory responsibility or liability for the actions of CRC staff. The SBNM assumes no control of the work of CRC staff, no delegation authority and does not provide any of the instrumentalities or tools other than those contracted for under this Agreement.

N. Force Majeure.

The parties shall not be liable for any failure or delay in the performance under this Agreement, which is due in whole or in part to any cause beyond their individual control.

State Bar of New Mexico

Citizen Redistricting Committee

By:

By:

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE NEW MEXICO STATE ETHICS COMMISSION AND THE CITIZEN
REDISTRICTING COMMITTEE**

This memorandum of understanding (“MOU”) is entered by and between the State Ethics Commission (“SEC”) and the Citizen Redistricting Committee (“CRC”) (collectively, “the Parties”).

RECITALS

Whereas, the SEC is an independent state agency created by Article V, Section 17 of the New Mexico Constitution;

Whereas, the CRC is a state agency created by Laws 2021, Chapter 79, Section 4(A), whose Chair and non-major-party members were appointed by the State Ethics Commission on June 4, 2021, pursuant to Laws 2021, Chapter 79, Section 4(B)(5)–(6);

Whereas, the CRC may commence action under Laws 2021, Chapter 79 on July 1, 2021, and must deliver, in advance of the forthcoming redistricting session, district plans to the Legislature by October 30, 2021, or as soon as practicable thereafter, and must comply with the notice provisions and other requirements imposed by the Redistricting Act;

Whereas the Legislative Council Service (“LCS”) is the fiscal agent for the CRC, a responsibility which LCS does not understand to include the responsibility to provide exclusively-dedicated staff support to the CRC;

Whereas the CRC has seven appointed members but no staff and no legal authority to contract for support until July 1, 2021;

Whereas, at its June 4, 2021 meeting, the SEC discussed an interagency agreement to provide limited staff support to the CRC on a reimbursement and refund basis to enable the CRC to meet the CRC’s statutory responsibilities; and

Whereas, under NMSA 1978, Section 10-16G-6(C), the SEC’s Executive Director may enter into contracts and agreements on behalf of the SEC;

Now, therefore, the Parties agree that this agreement is entered into solely for the purpose of the SEC providing administrative and support services to the CRC on a reimbursement and refund basis.

AGREEMENT

It is agreed in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged:

I. Scope of services. For the reimbursement and refunds herein provided, the SEC will provide to the CRC the following services:

A. Special Projects Coordinator II. The SEC will provide the CRC with the use of the SEC's Special Projects Coordinator II position from July 1, 2021 through October 30, 2021. The duties of the Special Projects Coordinator II during this time period shall be assigned by the CRC's Chair or the SEC's Executive Director, for the benefit of the CRC. Throughout the period covered by this agreement, the Special Projects Coordinator II remains an exempt, at-will SEC employee who serves at the pleasure of the SEC's Executive Director.

B. CRC's website and social media accounts. The SEC's Communications Director, at the direction of the SEC's Executive Director, will assist in launching and maintaining the CRC's website, to include the posting of basic information about the CRC and its members, responsibilities, and meetings. The SEC's Communications Director, at the direction of the SEC's Executive Director, will also create a Twitter account for the CRC, to be embedded, in the CRC's website, and will provide basic maintenance of that account, including notices of CRC meetings and information related to public participation.

C. Limitations regarding the CRC's website and social media accounts.
a. Neither the SEC, nor any member of its staff, bears responsibility if the CRC fails to notice meetings pursuant to the Open Meetings Act, NMSA 1978, § 10-15-1 *et seq.*, or the Redistricting Act, Laws 2021, Chapter 79, §§ 2–10.
b. Under this agreement, the SEC does not agree to provide the CRC with a social media campaign that extends beyond the circulation of basic information regarding CRC meeting times, locations, and information related to public participation.

D. Use of SEC audio-visual equipment and related staff time. The SEC agrees to provide the CRC with use of the SEC's audio-visual equipment (*i.e.*, a Logitech Rally camera; an Epson projector; a Lenovo laptop), and associated SEC staff support, to enable virtual public participation at the CRC's in-person meetings to be conducted around New Mexico, excluding meetings that will be held in the State Capitol.

E. Limitations regarding the SEC's provision of audio-visual equipment.
a. Neither the SEC, nor any member of its staff, bears responsibility if the internet connection of the meeting locations chosen by the CRC fails to enable virtual participation through the use of the SEC's audio-visual equipment. If the CRC desires to ensure a stable internet connection irrespective of location, it should purchase a hotspot device.
b. By this agreement, the SEC does not guarantee use of its Zoom account. If the CRC desires to use Zoom or another web-meeting platform, it should make the appropriate accommodations through its fiscal agent.

F. Other technical services. The SEC agrees that the SEC's Executive Director shall provide to the CRC Chair other technical support services at the request of the CRC Chair, including coordination of entities receiving grant funds to support the CRC (the Metric Geometry and Gerrymandering Group at Tisch College of Tufts University, the Princeton

Gerrymander Project, and Redistricting Partners) and other technical services related to rules of procedure and the review and drafting of scopes of work corresponding to CRC contracts.

G. CRC Office 365 account. The SEC agrees to procure from the Department of Information Technology an Office 365 account associated with the email address crc@state.nm.us.

II. Reimbursement and refund. For the services herein provided, the CRC agrees to reimburse the SEC subject to the following terms:

A. Salary, benefits, and associated costs of the Special Projects Coordinator II. For use of the services of the SEC's Special Project Coordinator II from July 1, 2021 through October 31, 2021, the CRC agrees to pay the SEC a total of \$36,611, an amount that reimburses and refunds the SEC for costs associated with the Special Project Coordinator II from July 1, 2021 through October 2021, including total employee benefits (\$33,226) and the other operating costs corresponding to this position, comprised of supplies costs, ISD services, DoIT HCM assessment fees, and DoIT telecommunication fees (\$3,385).

B. Travel and mileage reimbursements. If any SEC employee incurs travel and mileage expenses associated with the provision of services under this agreement, the CRC will directly reimburse, using forms and processes made available by the CRC's fiscal agent, that SEC employee mileage and all other actual expenses, in lieu of per diem payments.

C. Office 365 account reimbursement. The CRC will reimburse the SEC for costs the SEC incurs in procuring an Office 365 account associated with crc@state.nm.us, at the rate that the Department of Information Technology bills the SEC for that account, estimated to be \$8.50 per month.

III. Term.

This agreement shall not become effective until ten days after the state budget division approves a budget increase to the SEC's FY22 budget under Laws 2021, Chapter 137, Section 3(I), or, if the director of the legislative finance committee objects to the SEC's request for a budget increase consistent with the reimbursement and refund terms of this MOU under NMSA 1978, Subsection 6-3-25(B), when the budget increase may be implemented under NMSA 1978, Subsections 6-3-25(B) and (C).

This MOU expires on June 30, 2022.

IV. Property Disposition.

There will not be any property acquired by either party under the terms of this MOU. If the Parties acquire any property or funds related to the performance of this MOU, then the property shall be returned to the respective Party in proportion to the contributions made.

V. Amendments.

The MOU shall not be changed, altered, or amended except by an instrument in writing executed by the Parties and with agreement of both parties.

VI. Reservation of Power.

Nothing in this agreement shall be construed to limit the powers of the State Ethics Commission as granted by the New Mexico Constitution, Article V, Section 17 or the State Ethics Commission Act, NMSA 1978, Sections 10-16G-1, *et seq.*

VII. Third Party Beneficiaries.

The benefits of this MOU inure only to the Parties. No third party beneficiaries are anticipated or specified under this MOU.

VIII. Governing Law.

This MOU shall be governed by the laws of the State of New Mexico.

IX. Notices.

Any notice required to be given to either party by this agreement shall be in writing and shall be delivered by electronic mail as follows:

To the State Ethics Commission:

Jeremy Farris
Executive Director
State Ethics Commission
jeremy.farris@state.nm.us

To the Citizen Redistricting Committee

Hon. Edward L. Chávez
Chair
Citizen Redistricting Committee
crcedchavez@comcast.net

X. Severability.

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby and such remainder would constitute the agreement, unless the provision held invalid was such as to make the fulfillment of the purpose of this JPA impossible or impracticable.

XI. Merger.

This agreement incorporates all the agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the Parties, their agents, or their constituents shall be valid or enforcement unless embodied in this agreement.

XII. Tort Claims Act.

By entering into this MOU, the parties and their public employees as defined in the New Mexico Tort Claims Act, NMSA 1978, Section 41-1-4 *et seq.* do not waive sovereign immunity or any defense or limitation of liability pursuant to law. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.

XIII. Authority.

The individuals signing this agreement on behalf of the Parties represent and warrant that they have the power and authority to bind the Parties, respectively, and that no further action, resolution, or approval, except as herein provided, is necessary to enter into a contract.

By: _____

State Ethics Commission

Date: _____

By: _____

Citizen Redistricting Committee

Date: _____

By: _____

Legislative Council Service
(fiscal agent for Citizen Redistricting Committee)

Date: _____

DO NOT SEND TO
IRS - SUBMIT
FORM TO
REQUESTING
AGENCY

FCD 04/2021

NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION
FINANCIAL CONTROL DIVISION
SUBSTITUTE FORM W-9



REQUEST FOR TAXPAYER IDENTIFICATION NUMBER, CERTIFICATION

TYPE OR PRINT NEATLY, PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION

PART I: SUPPLIER INFORMATION

| | | | |
|--|--------------------------------------|---|--|
| 1. Name: (as shown on your income tax return). Name is required; do not leave blank. | | 2. Business name/disregarded entity name, if different from #1: | |
| | | | |
| 3. Entity Type (Check only one, unless you are or have been a State of New Mexico Employee, then also check State of New Mexico Employee box): | | | |
| Individual / Sole Proprietorship / Single Member LLC | | Government (Local, State, Federal, Tribe) | |
| Partnership | | Tax-Exempt organization under IRC Section 501 C | |
| C Corporation / S Corporation | | State of New Mexico Employee (Agency No.) | |
| Trust / Estate | | | |
| Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership > _____) | | | |
| 4. 1099 Reporting: Services provided to the State by vendor: | | | |
| Health care or medical service | Royalties | Agency Volunteer (Agency No.) | |
| Attorney services | State of NM Appointed Board member / | DUAL Supplier & Active NM Employee | |
| Rental of Real Property | commissioner / committee member | Other | |

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

| | | | |
|--|---------------------------|-------------|---|
| 1. Enter your TIN here (DO NOT USE DASHES) | | | |
| 2. Taxpayer Identification Type (check appropriate box): | | | |
| Employer ID No. (EIN) | Social Security No. (SSN) | Employee ID | N/A (Non-United States Business Entity) |

PART III: ADDRESS

| | | | |
|---|-------|--|------|
| 1. Address: (Location where payments and correspondances can be sent) (if a NM state employee, enter Agency name and Field Office Address) | | 2. REMITTANCE, IF DIFFERENT: (location specifically used for payment that is different than address 1, if applicable) | |
| Address Line #1 | | Address Line #1 | |
| Address Line #2 | | Address Line #2 | |
| Address Line #3 | | Address Line #3 | |
| City | State | Zip - 9 Digit | City |
| | | | |
| | | | |

PART IV: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), **AND**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have **not** been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **AND**
- I am a U.S. Citizen or other U.S. person.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

| | | |
|--------------|---------------------------------|-------------------|
| Printed Name | Occupation | Telephone Number |
| | | |
| Signature | Email for receiving ACH advices | Date (mm/dd/yyyy) |
| | | |

PART V: OPTIONAL DIRECT DEPOSIT (ACH)

Warning: The State of New Mexico will not process International ACH Transactions (IAT). If any payment to you from the State will ever result in an IAT under National Automated Clearing House Association (NACHA) operating rules or if you are not sure if the rules apply to you DO NOT FILL OUT THIS SECTION OF THE FORM. Please provide a copy of a voided check or letter from bank confirming information indicated above.

| | | |
|--|------------------------|---------|
| Include a voided check or letter from financial institution if requesting ACH payments | Type of Account | |
| | Checking | Savings |
| I acknowledge the IAT warning and authorize the State of New Mexico to initiate direct deposit of funds to the account and financial institution indicated, and to recover funds deposited in error if necessary in compliance with NACHA regulations. | | |
| Signature | Printed Name | |
| | | |

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the State of New Mexico and/or you are a vendor who provides goods and services to the State of New Mexico. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the State of New Mexico is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the State to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

PART I: VENDOR INFORMATION

1. **Legal Business Name** Enter the legal name as registered with the IRS or Social Security Administration.
2. **DBA/Trade Name** Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
3. **Entity Type** Check ONE box which describes business entity. If a current, past, or becoming a state employee, please also mark the State of New Mexico Employee box and enter the Business Unit number for the agency. Also, provide the 6 digit employee ID as assigned in SHARE HCM in the Part II Taxpayer Identification Number (TIN) & Taxpayer Identification Type section and mark the Employee ID box.
4. **1099 Reporting** Check the appropriate box that applies to the type of services being provided to the State. If the type of service is not specifically stated, enter the type of service in the Other box.

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

1. **Taxpayer Identification Number** Enter TIN with no dashes in the boxes provided
 - a. **TIN** is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
 - b. **Employee ID** is always a 6-digit number. Provide the employee ID assigned by the State of New Mexico for payroll processing in SHARE HCM.
2. **TIN Identification Type** Mark the appropriate box for the TIN provided above.

PART III: ADDRESS

1. **Address** Where correspondence, payment(s), purchase order(s) or 1099s should be sent.
 - a. **Employees** If a current employee, please provide this following:
 - i. **Address Line #1:** State Agency Name
 - ii. **Address Line #2:** Field Office Mailing Address
 - iii. **Address Line #3:** N/A
 - b. **CDBG** When providing a Community Development Block Grant (CDBG) remittance address, enter CDBG on line #1 and entities remittance address in address line #2
2. **Remittance Address** If different than Address
3. **Zip Code and Phone Number** The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "(" or "-" as part of the phone number.

PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the New Mexico State Employee for which the vendor account is established.

Identifying information is required of the person signing the form.

PART V: OPTIONAL DIRECT DEPOSIT (ACH) You may elect to receive payments from the State of New Mexico through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and payments will be made by warrant. Select the type of account being provided.

I Acknowledge Print name and sign to acknowledge the IAT warning and to authorize the State of New Mexico to initiate direct deposit of funds to your financial institution provided.

Privacy Act Notice Section 6109 requires you to furnish your correct TIN to persons who must file information

