



The Purchasing Memo

Date: July 2, 2026

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

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager  Sierra-Trujillo-Jul 4, 2026 09:42:06 GMT+2

Via: Sandra Emory, Community Services Department Director 

Marcella Apodaca, Business Operations Manager 

Lia Salaverry, Youth and Family Services Division Director 

Subject: National Dance Institute New Mexico CYC Multi-Year Contract

Vendor Name: National Dance Institute New Mexico

Munis Vendor Number: 2695

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with National Dance Institute New Mexico to Deliver Services to Address the Children and Youth Commission Priority Area of Youth Physical, Mental Health and Well Being in the Total Amount of \$209,622 Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3270009.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

Munis Org Name/Number: Children and Youth Activities/ 2560122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH Chris Parker for AJH (Jul 14, 2026 16:23:51 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was **NMSA 1978, Section 13-1-111, RFP**

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation **National Dance Institute New Mexico** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **National Dance Institute New Mexico** to provide the requested services.

Chief Procurement Officer (CPO)/Designee:  **Date:** 07/16/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract



PROFESSIONAL SERVICES CONTRACT

National Dance Institute - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and National Dance Institute (NDI) New Mexico, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and the City and the Contractor hereby agree as follows:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Area 2: Youth Physical, Mental Health and Well Being

A. Goals and Objectives:

1. Provide Santa Fe youth who come from high poverty schools and neighborhoods with transformative, engaging supplemental education during in-school and after-school time through dance programs.

2. Develop key cognitive, social and self-management skills tied to school and career success such as goal setting, teamwork, confidence, self-discipline and focus through NDI New Mexico's Core Four- "Work Hard," "Do Your Best," "Never Give Up," and "Be Healthy."
3. Enhance children's physical activity and nutrition to increase mental health and wellness through Outreach and After-School dance programs.
4. Provide equitable access to reduce barriers to supplemental education and support services to allow the most vulnerable children and youth to achieve their full potential through the NDI NM Outreach program.
5. 121 Santa Fe youth ages 9-14 will participate in free of charged Advanced Team dance-based supplemental education program taught by NDI NM for a minimum of three hours per week for nine months during out-of-school-time each year during the 2026-27 school year.
6. 329 Santa Fe children aged 3-18 will participate in subsidized sliding scale After-School dance education programs annually.
7. Offer programming to 3rd, 4th, and 5th graders in 12 Santa Fe schools, with 85% or more students considered at-risk or low-income to provide free and accessible support.
8. 80% of students in Outreach programs will report increased school engagement, confidence, self-discipline, focus, teamwork and the ability to set and meet challenging goals to improve academic performance and in-school behavior.
9. 80% of student participants will report on improved knowledge and attitudes related to nutrition and physical activity, and report increased physical activity and improved mental health and wellness by the end of the school year.

B. Services:

1. Santa Fe Outreach Program which includes the following:
 - a. Classes taught at mostly elementary schools during the school day as part of the curriculum.
 - b. Instruct children in dance and dance-related movement with instruction focused on their physical, social, emotional, and mental health.
 - c. 15-30 weekly classes throughout the school year, culminating in performances for the community.
2. Advanced Santa Fe SWAT/Celebration Teams which includes the following:
 - a. Serve youth in grades 4 through 9.
 - b. Classes taught after school or on the weekends for a minimum of 3-4 hours per week.
 - c. Provide lessons in responsibility, maintaining a clean record of attendance, role modeling good behavior, and keeping a positive, hardworking and team-focused attitude.

3. Santa Fe After-School Program which includes the following:
 - a. Serve youth ages 3-18.
 - b. Lessons include learning various types of dances.
 - c. Pre-Professional Division, which serves as a career pathway for committed and disciplined children ages 11-18.

C. Contractor Requirements and Performance Metrics:

1. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
2. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
3. Present to report progress to the Children and Youth Commission, as needed or requested.
4. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.
4. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
5. Attend regular meetings with City staff and community stakeholders, as needed or requested.
6. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
7. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.
8. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.
9. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.

III. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

IV. COMPENSATION

- A. The City shall compensate the Contractor for the services described in the Scope of Work.. The City agrees to pay the Contractor a not to exceed total amount of \$209,622.00 [\$69,874.00 annually], which excludes Gross Receipts Tax due to Contractor's not for profit status.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations.

VI. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
 - 1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that

cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" Article, of this Contract.

- C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

VII. APPROPRIATIONS

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

VIII. STATUS OF CONTRACTOR

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

IX. ASSIGNMENT

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

X. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

XI. RELEASE

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

XII. CONFIDENTIALITY

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

XIII. PRODUCT OF SERVICE - COPYRIGHT

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

XIV. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

XV. AMENDMENT

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have

the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

XVI. ENTIRE AGREEMENT

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

XVII. MERGER

This Contract incorporates all the Contracts, 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 contract.

All terms and conditions of the **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVIII. PENALTIES FOR VIOLATION OF LAW

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

XIX. EQUAL OPPORTUNITY COMPLIANCE

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

XX. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

XXI. WORKERS' COMPENSATION

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

XXII. PROFESSIONAL LIABILITY INSURANCE

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

XXIII. OTHER INSURANCE

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

COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

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

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

XXIV. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

XXV. INDEMNIFICATION

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

XXVI. NEW MEXICO TORT CLAIMS ACT

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

XXVII. INVALID TERM OR CONDITION

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

XXVIII. ENFORCEMENT OF CONTRACT

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

XXIX. NOTICES

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

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	To the Contractor: NDI New Mexico Russell Baker 1140 Alto St Santa Fe, NM 87501 russell@ndi-nm.org 505-660-0785
---	--	--

XXX. AUTHORITY

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

XXXI. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

XXXII. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

XXXIII. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

XXXIV. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:
NATIONAL DANCE INSTITUTE (NDI)

MICHAEL GARCIA, MAYOR
DATE: _____



Russell Baxter (Jul 9, 2026 18:18:16 MDT)
RUSSELL BAKER, EXECUTIVE DIRECTOR
DATE: 07/09/2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:



Ruby Crews (Jul 10, 2026 08:38:38 MDT)
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MONICA MAESTAS, FINANCE DIRECTOR

NDI_CYC_260526_Multi Year_CoSF

Final Audit Report

2026-07-10

Created:	2026-07-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6oHbRE1A-7DSZmdy5kvdrdY_bl9LehFE
Documents:	NDI_CYC_260526_Multi Year_CoSF.pdf (11 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

"NDI_CYC_260526_Multi Year_CoSF" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-09 - 8:17:03 PM GMT- IP address: 63.232.20.2
-  Document emailed to Russell Baxter (russell@ndi-nm.org) for signature
2026-07-09 - 8:18:09 PM GMT
-  Email viewed by Russell Baxter (russell@ndi-nm.org)
2026-07-10 - 0:17:36 AM GMT- IP address: 172.226.137.8
-  Document e-signed by Russell Baxter (russell@ndi-nm.org)
Signature Date: 2026-07-10 - 0:18:16 AM GMT - Time Source: server- IP address: 76.127.57.224 - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to RUBY CREWS (racrews@santafenm.gov) for signature
2026-07-10 - 0:18:20 AM GMT
-  Email viewed by RUBY CREWS (racrews@santafenm.gov)
2026-07-10 - 0:18:28 AM GMT- IP address: 62.10.205.4
-  Document e-signed by RUBY CREWS (racrews@santafenm.gov)
Signature Date: 2026-07-10 - 2:38:38 PM GMT - Time Source: server- IP address: 73.242.167.95 - Signature Appearance Selected: MOBILE_TYPE
-  Agreement completed.
2026-07-10 - 2:38:38 PM GMT

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824



From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.

Marcos Martínez



CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Sent: Thursday, February 19, 2026 11:56 AM

To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>

Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?

Thanks,

Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>

Sent: Thursday, February 19, 2026 9:24 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>

Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION

A connected community where all children and youth have the support and opportunity to thrive.

MISSION

We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	Desired Outcomes	Priority Indicators
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24
Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical and mental wellbeing.		
Objectives	Desired Outcomes	Priority Indicators
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation (setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternatives for youth engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	Desired Outcomes	Priority Indicators
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school c b. Child abuse & ne c. Delinquent referm d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation (setting)

Best,

Sierra Vigil-Trujillo

Project Administrator

Youth & Family Services Division

(505) 955-6824



CITY OF SANTA FE

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico Providers are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

+ Administrative Reports

+ Archeologists

+ Certified Public Accountants

+ Corporate and Personal Background Checks

+ General Accounting

+ Graphic Design

+ Graphic Design - Logo Design

+ IT – Enterprise Application

+ IT – IV & V

+ IT Network and Database Management

+ IT – Project Management

+ IT Security Services

+ IT Support

+ IT – Web Design

+ IT – Web Programmer

+ Marketing

+ Private Investigation Services

+ Public Relations

+ Social Media Marketing

+ Training Services



NATIDAN-01

JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED National Dance Institute of NM Inc. 1140 Alto Street Santa Fe, NM 87501	NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PHPK2678979-006	4/15/2026	4/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2678979-006	4/15/2026	4/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB908830-006	4/15/2026	4/15/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

NDI NM May Event & Gala

(Dance Barns) 1140 Alto Street, Santa Fe, NM 87501
(Hiland Theater) 4800 Central Avenue SE, Albuquerque, NM 87108

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe P.O. Box 909 Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Page 1 of 12
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability**SECTION I – COVERAGES, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE**

LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

Page 2 of 12
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6, is deleted in its entirety and replaced by the following:

Subject to Paragraph 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

Page 3 of 12
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

- a. \$1,000,000; or
b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate “violation(s)” by any insured.

b. Criminal Acts

Any “violation” which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

Page 4 of 12
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

Page 5 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees," "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Page 6 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.
 - c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
 - f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
 - g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

Page 7 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Page 8 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- J. Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- K. As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- L. Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Page 9 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2, is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Page 10 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3, is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

IF COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b, is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14, is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

Page 11 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Page 12 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.