



The Purchasing Memo

Date: July 8, 2025

To: Governing Body and Finance Committee

Via: Paul Joye, Chief of Police *[Signature]*

From: Ben Valdez, Deputy Chief of Police *BV dc 7/8/25*

Subject: Extension of Animal Shelter Contract/ Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #1 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #1 increases the amount of compensation and extends the term by \$150,000 not to exceed for a total compensation of \$278,000 for a term of an additional six months.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is currently still under review. At this time, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized. As the current contract is set to expire on July 14, 2025, we are requesting an extension to ensure the continuity of services without interruption.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: *Andy Hopkins* Date: 07/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency
Emergency #50-M0087-24-EM158

City of Santa Fe New Mexico

Memo

DATE: July 8, 2025

TO: *Mark Scott*
Mark Scott (Jul 10, 2025 13:13 MDT)
Mark Scott, City Manager

VIA: *Paul Joye 7/8/25*
Paul Joye, Chief of Police

FROM: *Ben Valdez 7/8/25*
Ben Valdez, Deputy Chief of Police

RE: Request for Retroactive Approval and Contact Extension -Animal Shelter Services

In accordance with the Procurement Code and applicable procedures, this memo is to respectfully request retroactive approval and an extension of services for the emergency contract for Animal Shelter services. The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is still under active review. As of today, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized; however, an extension of the emergency determination has been approved.

The current contract is set to expire on July 14, 2025. We made efforts to include the contract extension on the Governing Body's July 9th agenda; however, we were unable to meet the submission deadline due to the shelter and legal not finalizing the contract amendment until July 3rd and purchasing requiring additional documentation, which delayed the routing of the packet for necessary approvals. The contract extension request is scheduled to appear on the Governing Body's agenda on July 30. To ensure there is no disruption in critical services, we are requesting a retroactive approval and a short-term extension of the existing contract until a new agreement is fully reached.

We confirm that the following conditions for retroactive approval have been met:

- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;

D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

We respectfully request retroactive approval with an effective date of **July 14, 2025**.

Please let me know if further documentation is required.

Thank you for your consideration.

Item #: _____
Munis Contract #: 3250332
Original Contract Item #: 25-0011
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158_

**CITY OF SANTA FE, POLICE DEPARTMENT]
AMENDMENT No. 1 TO
Contract # 3250332**

Santa Fe Animal Shelter Services Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 14, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City 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.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$150,000 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed two hundred seventy-eight thousand dollars (\$278,000), including gross receipts tax ("NMGRT"). NMGRT will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed (\$278,000).**

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from the date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Animal Shelter and Humane Society, Inc.

ALAN WEBBER, MAYOR

Jackie Roach

JACKIE ROACH, Chief Executive Officer

DATE: _____

TITLE

DATE: 07/03/2025

NMBTIN: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan

[Christopher W. Ryan \(Jul 3, 2025 10:24 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

FINANCE DIRECTOR

**City of Santa Fe
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. City Contact Info:

Department: **Police, City of Santa Fe**

Department Director: **Paul Joye, Police Chief**

Department Contact: **Tara King**

Department Telephone Number: **(505) 955-5004**

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. Contractors' Information:

1. Loving Care Cremation

- **Services:** Pet cremation services, including individual and communal cremation options.
- **Contact Information:**
 - **Phone:** (505) 466-6034
 - **Address:** 8A Old Las Vegas Hwy, Santa Fe, NM 87505

2. Mosaic Animal Emergency & Specialty

- **Services:** Emergency veterinary care, specialty services, and advanced diagnostics.
- **Contact Information:**
 - **Phone:** (505) 216-0606
 - **Address:** 20 Bisbee Ct, Santa Fe, NM 87508

3. Roadrunner Veterinary Emergency & Specialty Hospital

- **Services:** Emergency and specialty veterinary care; surgery and diagnostic services.
 - **Phone:** (505) 345-2322

- **Address:** 5 Camino Karsten, Algodones, NM 87001

4. **Santa Fe Animal Shelter & Humane Society**

- **Services:** Animal sheltering, adoption, veterinary services, and public outreach.
- **Contact Information:**
 - **Address:** 100 Caja del Rio Road, Santa Fe, NM 87507
 - **Phone:** (505) 983-4309

5. **Top Dog Pet Resort**

- **Services:** Pet daycare, grooming, boarding, and specialty services.
- **Contact Information:**
 - **Address:** 100 Sun Ave, Santa Fe, NM 87505
 - **Phone:** (505) 982-6080

III. **Term of prospective contract:** Up to 6 months

IV. **Amount of prospective contract:** Two hundred thousand dollars (\$200,000.00)

V. **Location of Services:** Throughout the City of Santa Fe

VI. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Scope of Work for Animal Services Contract

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city's jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

1. Shelter Operations and Animal Care

- **Facility Management:** Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control:** Accept animals brought by the City's Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control:** Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management:** Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance:** Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold's expiration unless other arrangements are specified by law.

2. Veterinary Care

- **Routine and Emergency Medical Services:** Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.
- **Veterinary Oversight:** Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

3. Licensing and Public Health Compliance

- **Licensing:** Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting:** Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

4. Storage and Disposal of Remains

- **Storage of Deceased Animals:** Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services:** Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting:** Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives:** Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

VII. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. **Public Health Risks:** Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. **Legal and Regulatory Compliance:** The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.

3. Immediate Animal Welfare Concerns: Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.
4. Practicable Competition: In compliance with NMSA 1978, Section 13-1-127, an expedited yet practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

VIII. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Measures to Minimize Duration and Impact of Emergency Procurement

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. Transition Plan to Competitive Procurement: The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively preparing the necessary documents to initiate a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.
2. Short-Term Contract with Defined Limits: The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.
3. Monitoring and Evaluation: The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

IX. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. Immediate RFP Process: The Department will issue a Request for Proposals (RFP) as soon as possible to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.
2. Advanced Contract Planning: In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.
3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.
4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

07/15/2025

Date

City Approval by:



Paul Joye (Jul 15, 2025 10:30 MDT)

Department Director, Paul Joye, Police Chief

07/15/2025

Date



Erin McSherry (Jul 17, 2025 13:43 MDT)

City Attorney, Erin McSherry

07/17/2025

Date

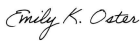


ANDREA PHILLIPS, Deputy City Manager (Jul 23, 2025 10:37:48 MDT)

City Manager, Mark Scott

Jul 23, 2025

Date



Finance Director, Emily Oster

07/17/2025

Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Animal Shelter and Humane Society, Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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, Sections 13-1-127 and 13-1-128, 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:

1. Scope of Work

A. The City Shall:

- 1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.
- 2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.
- 3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as “dangerous dog” or “vicious dog.”
- 4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.
- 5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall

- immediately inform the Animal Services Supervisor of the delayed opening or early closure.
- 6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.
 - 7) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established cremation rate in I.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.
 - 8) The City reserves the right to utilize other vendors for veterinary care as needed.
 - 9) The City reserves the right to utilize its own internal services when deemed appropriate.

B. The Contractor shall provide the following services for the City as requested by the city:

- 1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.
- 2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.
- 3) Accept an average of **one hundred ten (110)** stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray animals exceeds **one hundred ten (110)** in a given month, the City will be billed separately at the Contractor's daily impound rate currently forty dollars (\$40.00) per day, per animal.
- 4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.
- 5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.
- 6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. ***The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.***

- 7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently forty dollars (\$40.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.
- 8) The City may assign the Contractor to be responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987 until the City makes the determination to assume sole responsibility for licensing animals in the City. Until such determination, the Contractor is responsible for licensing and the Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. In addition, the Contractor shall provide all data related to licensing and fees to the City. Notice to the Contractor to be responsible for licensing or to provide notice to that the City will be solely responsible for licensing will be provided in writing. The City of Santa Fe retains the express right to determine the licensing fee.
- 9) Provide monthly status reports, as well as individual animal records to the City.
- 10) Collect and retain all animal boarding fees and costs.
- 11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.
- 12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this contract.
- 13) If an owner of an impounded animal being held at the Contractor's facility under this contract wishes to retrieve their pet when a representative of the City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.
- 14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.
- 15) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article

1, paragraph A7. The agreed upon rate for disposal of remains by way of cremation is a flat rate of \$100 per animal. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Services 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.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. such compensation shall not exceed one hundred twenty eight thousand dollars (\$128,000), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (\$128,000.00).**

B. Payment. The total compensation under this Contract shall not exceed \$128,000.00 including New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date **WILL NOT BE PAID.**

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. 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 Paragraph 6, "Appropriations", 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.*

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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, Chapter 10, Article 16 NMSA 1978.

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.

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire contract 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.

16. Merger

This Contract 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 contract.

This contract is a result of emergency procurement 50-M0087-24-.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Other Insurance

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

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

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

C. **Broader Coverage and Limits.** The insurance requirements under this 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.

D. 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.

23. 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.

24. 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.

25. 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, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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.

27. 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.

28. 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: Paul Joye, Chief of Police, 2515 Camino Entrada, pmjoye@santafenm.gov

To the Contractor: Santa Fe Animal Shelter & Human Society, 100 Caja Del Rio
finances@SFhumanesociety.org

29. 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.

30. 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.

31. 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.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of paragraph 1.B of this Contract may cause the City irrevocable harm and that a remedy at law for such a failure might be an inadequate remedy for the City, and the Contractor consents to the City 's requesting 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 seek 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.

33. 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.

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:

Santa Fe Animal Shelter and Humane Society, Inc.


Randy Randall (Jan 14, 2025 08:10 MST)
Randy Randall, Interim City Manager



Jacqueline Roach (Jan 3, 2025 14:56 MST)
Jackie Roach, Chief Executive Officer

DATE: Jan 14, 2025

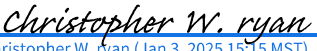

DATE: Jan 3, 2025

NMBTIN#: _____

ATTEST:


ANDREA SALAZAR (Jan 14, 2025 14:39 MST)
Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:


Christopher W. Ryan (Jan 3, 2025 15:15 MST)
Senior Assistant City Attorney 

APPROVED FOR FINANCES:


Emily Oster, Finance Director

Attachment A

Canine Spay: \$250

Canine Neuter: \$200

Feline Spay/Neuter: \$150

Vaccines: 1 year and boosters are \$15 per application (Felines get FVRCP and Rabies, Dogs get DAPP, Bordetella, Rabies depending on age and known medical the number of applications varies by the individual, for our average intake it is 4x applications for dogs 3x for cats)

Microchip Implantation \$15

Flea/Tick Preventative and Deworming varies by animal weight but for our average intake \$10 each, 3 total applications in an animal's stay with us (2x deworm 1x flea/tick).

Daily Boarding to City is \$45.90/day

If Medical Care is necessary, the City's Daily Cost of Care is \$78.38/day

Cremation:

- Small mammals (pocket pets), fish, reptiles, birds - \$15
- Companion Animals - \$100

Emergency Medical Fees are variable by procedure/treatment, there are 32 line items ranging from \$5 to \$185 with an open cost for lab work that has to be sent to Albuquerque.