

## The Purchasing Memo

**Date:** April 14, 2026

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

**Via:** Thomas Grundler, Interim Chief of Police THOMAS J GRUNDLER  
THOMAS J GRUNDLER (Apr 14, 2026 13:58:15 MDT)

**From:** Ben Valdez, Deputy Chief of Police B. Valdez, DC  
B. Valdez, DC (Apr 14, 2026 13:57:13 MDT)

**Subject:** Santa Fe Animal Shelter Contract – RFP 25157

**Vendor Name:** Santa Fe Animal Shelter and Humane Society

**Munis Vendor Number:** 1521

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### ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of a Professional Services Agreement with the Santa Fe Animal Shelter for animal boarding and care services in the total amount of \$1,927,125 through June 30, 2030.

### CONTRACT NUMBER:

The FY26 Munis contract number is 3260395.

### BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remained under evaluation during the following amendments:

Amendment #1, executed on August 8, 2025, increased the contract compensation by \$150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026.

Amendment #2, executed on December 16, 2025, increased the compensation by \$152,289.

Amendment # 3, executed on February 5, 2026, increased the contract amount by \$136,800 and extended the term by three months, establishing a new expiration date of May 5, 2026, and total contract amount of \$567,089.

Through constructive collaboration between the City of Santa Fe and the Santa Fe Animal and Humane Society both parties have worked together to improve the contract to meet current needs and continue to provide the best level of service with the available funding for this contract. A multi-year contract has been agreed upon which upon approval will be effective in May 2026 through June 2030.

### 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: 04/15/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

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

RFP # 25157/ Animal Shelter and Care

Chief Procurement Officer (CPO)/Designee:  Date: 04/15/2026

AP (Rev. 11-2020) (01-21-14) (MOT) 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:**

Professional Services Contract

Determination

COI



## **PROFESSIONAL SERVICES CONTRACT**

### **Animal Shelter and Care**

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, 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:

#### **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. Animals include domesticated and stray dogs and cats for the purposes of this contract. The City shall make all reasonable attempts to return the animal to their owner before impounding the animal.

2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation 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 into the Shelter by the City Animal Services Officers 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) The City will have an Animal Services Officer available at the Shelter during regular operating hours to accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal and to complete the detailed intake documentation.

7) The City will have an Animal Services Officer available at the Shelter during regular operating hours to complete the release of an impounded animal being held at the Contractor's facility under this contract to their owner.

8) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established for cremation per Article 1, paragraph B11 of this Contract. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.

9) The City reserves the right to utilize other vendors for veterinary care as needed.

10) The City reserves the right to utilize its own internal services when deemed appropriate.

11) The City will be solely responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The City of Santa Fe retains the express right to determine the licensing fee.

12) The City will collect and retain all animal boarding fees and costs during the stray and legal hold period.

**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, and as thereafter amended.

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 up to one thousand six hundred and twenty (1,620) stray dogs, cats and other approved domestic small animals per year 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.

a) Upon the arrival of an impounded domestic animal, the owner has two (2) hours to claim and retrieve their animal from the shelter, which will result in no impound cost to the owner, the City and the Contractor. In addition, if a domestic animal is claimed within two (2) hours, the impound will not count against the number of stray animals accepted by this agreement.

b) If the number of stray animals exceeds one thousand six hundred and twenty (1,620) in a given year, the City will be billed separately at the Contractor's daily impound rate, currently fifty dollars (\$50.00) 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. Feral cats will not count towards the annual number of animals accepted by this agreement. The number of feral cats that are sterilized and released will be provided in the monthly report by the Contractor.

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 of forty-five dollars (\$45.00) 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) Provide monthly status reports, as well as individual animal records to the City.

9) 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.

10) 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.

11) 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 A8. 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. The agreed upon rate for disposal of remains by way of cremation are based on the following fee scale:

- a) Under 25 lbs. - \$50.00
- b) 25 lbs. to 75 lbs. - \$70.00
- c) 76 lbs. to 125 lbs. - \$100.00

## **2. STANDARD OF PERFORMANCE; LICENSES**

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Shelter and Care 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. In consideration of its obligations under this Agreement, the total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,927,125, and exclusive of additional boarding and cremation charges described in Article 1, paragraph B3, B7 and B11 of this Agreement, in accordance with the following schedule:
  - 1) May 1, 2026, through June 30, 2026: \$38,542.50 per month.
  - 2) July 1, 2026, through June 30, 2030: \$38,542.50 per month / shall not exceed \$462,510.00 per fiscal year.
- 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.

**4. TERM**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2030 unless terminated pursuant to the Termination and Appropriations Articles of this Contract.

**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.

a. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

b. 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.

c. 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.

**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, 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.

**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 "Term" 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 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.

**16. 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 RFP# 25157 - Animal Shelter and Care 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.

**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**

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.

**22.1. COMMERCIAL GENERAL LIABILITY**

A. 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.

**22.2. 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.

**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, proceedings, 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, 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.

**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:

<b>To the City:</b> Chief Procurement Officer <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a> PO Box 909 Santa Fe, NM 87504-0909	Santa Fe Police Department Ben Valdez Deputy Chief of Police 2515 Camino Entrada Santa Fe, NM 87507 <a href="mailto:bpvaldez@santafenm.gov">bpvaldez@santafenm.gov</a> 505-955-5040	<b>To the Contractor:</b> Santa Fe Animal Shelter & Humane Society, Inc. 100 Caja Del Rio Santa Fe, NM 87507 <a href="mailto:finances@sfhumanesociety.org">finances@sfhumanesociety.org</a> 505-983-4309
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**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 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.

**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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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:

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY, INC.

\_\_\_\_\_  
MICHAEL GARICA  
MAYOR

Jackie Roach  
Jackie Roach (Apr 14, 2026 17:15:44 MDT)  
\_\_\_\_\_  
JACKIE ROACH  
CHIEF EXECUTIVE OFFICER

DATE: Apr 14, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Christopher Ryan  
Christopher Ryan (Apr 14, 2026 18:36:35 MDT)  
\_\_\_\_\_

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips  
ANDREA PHILLIPS (Apr 15, 2026 14:44:46 MDT)  
\_\_\_\_\_

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

## RICO, TARA R.

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**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Monday, February 17, 2025 12:51 PM  
**To:** RICO, TARA R.  
**Cc:** Purchasing DET  
**Subject:** Re: Determination- Animal Services

**Categories:** Printed

Professional services.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

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



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

On Feb 17, 2025, at 12:12 PM, RICO, TARA R. <trrico@santafenm.gov> wrote:

Hello,

Please provide a determination for the following services.

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*
3. *Accept 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.*

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.*
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*
8. *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.*
9. *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*



*Tara R. King, Project Specialist  
Santa Fe Police Department  
2515 Camino Entrada  
Santa Fe NM 87507  
505-955-5004*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF SANTA FE	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** 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:

1. 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
2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.